

In The Matter Of:
Great American Assurance v.
Braddy Preparatory Academy, et al.

Dr. Carroll Harrison Braddy
August 19, 2020

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IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

GREAT AMERICAN ASSURANCE COMPANY,))
))
Plaintiff,) CIVIL ACTION FILE NO:
))
vs.) 1:18-cv-04974-TWT
))
BRADDY PREPARATORY ACADEMY, INC.,))
))
Defendant,))
))
vs.))
))
POWERS-LEAVITT INSURANCE AGENCY,))
INC.,))
))
Third-Party Defendant.))
- - -

Continued deposition of DR. CARROLL
HARRISON BRADDY, taken on behalf of the
Plaintiff, pursuant to Notice, in accordance
with the Federal Rules of Civil Procedure,
before Louise Griffith, Certified Court
Reporter, at 1600 Parkwood Circle, Suite 200,
Atlanta, Georgia, on the 19th day of August,
2020, commencing at the hour of 12:01 p.m.

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14 - - -

15 (Whereupon, disclosure as required by the
16 Georgia Board of Court Reporting was made by the
17 court reporter, a written copy of which is
18 attached hereto.)
19
20
21
22
23
24
25

1 MR. WILDES: We'll go on the record for the
2 case of Great American Assurance Company versus
3 Braddy Preparatory Academy versus Powers-Leavitt
4 Insurance Agency. This will be the continuation
5 of the deposition of Dr. Harrison Braddy taken
6 for the purpose of discovery and all other
7 purposes permitted under the Federal Rules of
8 Civil Procedure. This deposition is being taken
9 with agreement to its date, time, and place
10 pursuant to proper notice.

11 Dave, do you want to enter in the usual
12 stipulations waiving all objections except for
13 those to the form of the question and
14 responsiveness of the answer and privilege until
15 we use this transcript for any purpose?

16 MR. FORESTNER: Yes.

17 MR. DOWLING: It's agreeable.

18 DR. CARROLL HARRISON BRADDY,
19 having been first duly sworn, was examined and testified
20 as follows:

21 CROSS-EXAMINATION (Continued)

22 BY Mr. Wildes:

23 Q Dr. Braddy, my name is Paul Wildes. I'm
24 here representing Great American Assurance Company.
25 There was another attorney here the last time we took

1 your deposition, so I'm going to finish what he
2 started. He went over some ground rules with you
3 during -- or before your last deposition. I'm going
4 to briefly go over those again just to make sure that
5 things run smoothly.

6 First off, and I'm sure you know this, this
7 is not going to be like a normal conversation. The
8 court reporter is going to be typing everything that
9 we say down, so it's important that we don't
10 crosstalk or talk over each other. So I'm going to
11 ask a question; you're going to give me an answer.
12 I'm gonna ask that we both do our best to avoid
13 talking over each other. Even if you feel like you
14 understand what I'm going to ask, try not to cut me
15 short. If you're like everybody else I depose, you
16 might do that once in a while. That's completely
17 fine. I'll just remind you not to do that. And if
18 you see me doing that, I'll remind myself not to do
19 that.

20 If you don't understand all my questions or
21 any of my questions, just let me know and I'll repeat
22 or rephrase it. If later on in the deposition you
23 realize that you maybe misunderstood a question that
24 I asked, just tell me that. And then tell me what
25 question it was and I'll go back and repeat it or

1 rephrase it and you can give a different answer for
2 the record, if necessary. I'll try to remember to
3 give you an opportunity to do that at the end of the
4 deposition as well.

5 Also, try to give verbal responses to all
6 my questions. Just do your best to avoid nodding or
7 shaking your head or giving me some other type of
8 nonverbal response such as shrugging your shoulders,
9 waving your hands, pointing to a body part, for
10 instance, something like that. The court reporter is
11 not going to be able to get that clearly down on the
12 record. So if I say something like was that a yes or
13 was that a no, I'm not trying to be rude. I'm just
14 try to get a clear record.

15 If you want to take a break off the record
16 for any reason, that's fine. Just let me know and we
17 can do that. The only thing that I ask is, if I've
18 asked you a question, if you'll please answer my
19 question before you take a break.

20 Do you have any questions for me?

21 A No.

22 Q Can you, please, state your name for the
23 record before we get started?

24 A Carroll Harrison Braddy, Junior.

25 Q Dr. Braddy, during your last deposition we

1 talked about -- or Mike asked you questions primarily
2 about the loss that happened on August 2nd. What I
3 want to talk to you about now is the other two losses
4 that happened to the property at the property while
5 you have been in possession of the property.

6 Can you describe those other two losses for
7 me? Or other three losses, I think it is by now.
8 You don't have to go into detail. You can just tell
9 me generally what the loss was.

10 MR. FORESTNER: And are you, are you
11 talking about the vandalism, the fire, and then
12 the other fire?

13 MR. WILDES: Exactly.

14 MR. FORESTNER: Okay.

15 Q (By Mr. Wildes) I'm not trying to hide the
16 ball from you here.

17 A Okay.

18 Q I'm just getting the conversation going.

19 A Okay. So the vandalism; tree damage; tree,
20 tree falling due to the storm on one of the
21 buildings; and windstorm.

22 Q Was there also a fire claim; fire damage to
23 one of the buildings?

24 A After, after. Yes. After the -- I'm
25 sorry. You're saying for this particular -- what

1 Mike Bagley, Attorney Bagley asked me?

2 Q No. I'm just speaking about any losses
3 you've had at the East Point campus since you started
4 to lease it from the campus.

5 A Okay. Fire.

6 Q Okay. And the fire claim is with another
7 insurance carrier; is that correct?

8 A Yes.

9 Q So how did you come to know about the
10 vandalism that happened at the property?

11 A I was inspecting the property and noticed
12 that there was vandalism. I was called by -- I was
13 notified by Russ Hart, Mr. Russ Hart, that he and the
14 independent adjuster for Great American were looking
15 at a possible windstorm damage. And when they went
16 into one of the buildings, they noticed -- he noticed
17 that there was vandalism. And when I was -- you
18 know, as soon as I was -- he notified me, I then went
19 and inspected the premises; walked all of the
20 buildings, with, with pictures, taking pictures. And
21 then that's when I noticed it.

22 Q And by "noticed it," you mean put Great
23 American on notice of it, or noticed the damage
24 yourself?

25 A I noticed the damage. And I believe we put

1 Great American on notice.

2 Q Okay. Now, when Russ Hart and the
3 independent adjuster noticed possible vandalism
4 damage, is that the first time that you are aware
5 that vandalism -- or possible vandalism had been seen
6 at the property since you began to either lease or
7 license the property?

8 A The first time, no. To that extent, yes.

9 Q To what extent?

10 A To the extent of the vandalism on the
11 inside of the properties.

12 Q Okay. So the first time that anybody -- or
13 you're aware that anybody noticed vandalism on the
14 inside of the properties was when Russ Hart noticed
15 the vandalism while inspecting the property with the
16 independent adjuster from Great American?

17 A Yes.

18 Q Okay. And before that, had you noticed any
19 other type of vandalism at the property, either
20 inside or outside?

21 A The vandalism that I noticed outside before
22 that, if that's perceived to be vandalism, was -- I
23 don't know if it's perceived to be vandalism or not,
24 but it was outdoor units for several buildings that
25 we acknowledged were missing. And that's -- when I

1 say "units," I'm referring to AC units; the ones that
2 are outdoors.

3 Q Okay. Did you notice any other type of
4 possible vandalism outside of the buildings other
5 than the missing AC units?

6 A No.

7 Q Okay. And when did you notice the missing
8 AC units?

9 A Missing AC units were there in the
10 beginning.

11 Q Okay. Is it your understanding that the
12 missing AC units were there before you got insurance
13 with Great American before you took possession of the
14 property? Let me rephrase that. Strike that.

15 Is it your understanding that the AC units
16 were already missing at the time that you started to
17 lease the property and got insurance with Great
18 American?

19 A I don't recall it being, you know, a -- I
20 don't, I don't recall it being a disclosure between
21 the inspections, you know, like, you know, between
22 the lessor, you know. So I do know that there, there
23 were several units that were missing outside of
24 several dormitory buildings. Now, when they actually
25 were taken, I don't, I don't know.

1 I do know that when we assumed the property
2 that they were not -- those units were not there.
3 And we were, you know, clear, you know, for the
4 record, that those units were, were not a part of any
5 type of claim because they were not there. We did
6 not acknowledge those units as being there. I don't
7 know when they were actually, you know, removed from
8 the property.

9 Q Okay. So are the missing AC units not a
10 part of your vandalism claim with Great American?

11 A Correct.

12 Q Okay. And when Russ Hart told you about
13 the vandalism that him and the independent adjuster
14 saw at the property, how was this communicated? Was
15 it by e-mail? By phone? Do you recall?

16 A By phone.

17 Q Okay. No e-mail or written correspondence
18 regarding the vandalism that he discovered at the
19 property to you?

20 A No.

21 Q Before Russ Hart noticed the vandalism, do
22 you know the last time the buildings were inspected?

23 A The buildings were inspected regularly. I
24 don't know the said date of the last time, you know,
25 the buildings were inspected.

1 Q Okay. Now, I believe that, that Russ went
2 out to the property -- correct me if I'm wrong -- a
3 couple times with the independent adjuster; is that
4 right?

5 A I believe so.

6 Q Okay. Do you know whether he noticed the
7 vandalism during his first visit, or the second
8 visit; or the third visit, if there was a third
9 visit?

10 A I don't.

11 Q I think there were only two.

12 A I don't know.

13 Q Okay. Did anybody else other than Russ
14 Hart notice possible vandalism at the buildings at
15 that property?

16 A Yes.

17 Q Who?

18 A Myself as well as the broker Lolethia
19 Chapman who conducted a pre-inspection with me and a
20 post-inspection.

21 Q Okay. Let's talk about the pre-inspection.
22 When did that occur?

23 A Before the lease.

24 Q Okay. And was any vandalism noticed during
25 the pre-inspection?

1 A Only the missing AC units.

2 Q Okay. And were all the insides of the
3 buildings inspected during the pre-inspection?

4 A Yes.

5 Q Sorry.

6 When did that pre-inspection take place? I
7 know that you said it occurred before the lease, but
8 how far before the lease did it occur?

9 A Sometime probably in -- around, around
10 about April.

11 Q Okay. And that's when you noticed the
12 missing AC units; during that inspection?

13 A I wasn't, I wasn't -- it could have been.

14 Q Okay.

15 A It could have been.

16 Q Was there any documentation related to this
17 pre-inspection of the property with you and
18 Ms. Chapman?

19 A No.

20 Q Okay. Was anybody else there other than
21 you and Ms. Chapman for this inspection?

22 A No.

23 Q Okay. Did you all inspect the property one
24 time, or did you go out there multiple times before
25 you began your lease?

1 A Went out multiple times.

2 Q And did you ever, did you ever observe
3 anything new during one of your latter visits that
4 you didn't observe during your -- an earlier visit
5 that might indicate some ongoing vandalism or, or
6 changing condition of the property of any type?

7 A Not that I recall.

8 Q Did you ever hire a third-party inspector
9 to come out to the property and assess the condition
10 of the property before you leased it?

11 A Before I leased it?

12 Q Right.

13 A No.

14 Q Okay. This is going to be Exhibit 120.

15 Dr. Braddy, if you could look this over.
16 I've marked this as Exhibit 120. It's an e-mail
17 correspondence I believe from you. That's your
18 e-mail address up there, georgiadoctors@yahoo.com?

19 (Whereupon, the court reporter
20 marked Plaintiff's Exhibit No. [120](#)
21 for identification.)

22 A Mm-hmm.

23 Q And the e-mail was sent to Glenn Hileman
24 and Kelsy Vargo; is that correct?

25 A Yes.

1 Q Okay. And reading the e-mail it appears
2 that you were reporting some vandalism that was
3 noticed at the property to Mr. Hileman and Kelsy
4 Vargo, and Mrs. Chapman and Dr. Frazier are also
5 copied on this e-mail it appears?

6 A Yes.

7 Q Okay. Was this e-mail sent out after you
8 were informed and after you inspected the property in
9 relation to the vandalism noticed by Russ Hart?

10 To ask that another way: Is the vandalism
11 that's referred to in this e-mail the vandalism that
12 was noticed by Russ Hart and by you when you visited
13 the property?

14 A Yes.

15 Q Okay. So this e-mail was sent on
16 September 26.

17 Does that give you a better idea of when
18 maybe Russ notified you of the possible vandalism at
19 the property and, and around the date that you
20 inspected the property after being put on notice of
21 that?

22 A My dates are kind of off right now.

23 Can you ask that question again?

24 Q Sure. It appears that you sent this e-mail
25 on September 26.

1 A Mm-hmm.

2 Q And my question was whether based on that
3 date the e-mail was sent --

4 A Mm-hmm.

5 Q -- do you recall when Dr. Frazier put you
6 on notice of the vandalism, and, also, when you might
7 have went out to inspect the property before the
8 reported vandalism?

9 A It was around this date. I don't recall
10 the date, but --

11 Q Okay. But --

12 A -- it was around this time.

13 Q -- around September 26?

14 A Yes.

15 Q Okay. And if you could thumb through these
16 pictures for me.

17 A Mm-hmm.

18 Q And you can take your time. And they're on
19 the front and back of these pages.

20 A Okay.

21 Q Okay. You'll see from the heading of the
22 e-mail there were several attachments to the e-mail.

23 Did you attach these pictures to this
24 e-mail?

25 A I believe so.

1 Q Okay. And were these pictures taken by
2 you?

3 A Yes.

4 Q Were they taken on your cell phone, or did
5 you have a camera?

6 A They were taken on my cell phone.

7 Q And do you still have that same cell phone?

8 A I do.

9 Q Okay.

10 A Well, no, I don't. I don't. I'm sorry.

11 Q When you switch cell phones, do you store
12 your pictures somewhere such as in your computer or
13 something?

14 A In the Cloud or something like that.

15 Q In the Cloud?

16 A Yes.

17 Q Okay. So you would still have possession
18 of these pictures?

19 A I believe so.

20 Q Okay. So the e-mail says that, that
21 Mrs. Chapman, Lolethia -- is that how you say that?

22 A Lolethia.

23 Q So she was there when you inspected the
24 property after being put on notice of the vandalism
25 by Russ; is that correct?

1 A I called her after I was notified and went
2 to see the, the vandalism. Once I got -- once I, you
3 know, looked at the vandalism and looked at
4 exactly -- in particular, one of these particular
5 pictures being the apartment buildings that we were
6 actually very close to getting, getting into relative
7 to renovation, that's when I called her and asked
8 that she would come and meet me at the property. And
9 she met me at the property and then we just took and
10 we talked the entire campus.

11 Q Okay. In and out of all buildings?

12 A Yes.

13 Q Okay. So are the photos that are attached
14 to this e-mail, is that an accurate representation of
15 all the vandalism or possible vandalism damage that
16 you observed?

17 A No.

18 Q Okay. Why didn't you take more photos of
19 the rest of the vandalism damage?

20 A I took as many pictures as I could take of
21 the vandalism. And the other types -- there were no
22 other types, if I -- well, let me see. I took as
23 many pictures as I could relative to the various
24 types of vandalism. And at that particular time, I
25 was overwhelmed. I, I did not take a picture of

1 every single room or open area. But if it was a, if
2 it was a torn-out ceiling and wires, I took a picture
3 of that torn-out ceiling and wires. And if the next
4 room had the same, then I, I, you know, may have not
5 have taken a picture of that particular room, if that
6 makes -- if I'm clear with that.

7 Q Yeah. That's clear.

8 You said you took pictures of the different
9 types of pictures, but it might have only been one
10 picture of that type of -- I mean, type of vandalism,
11 but it might have been only one picture of that type
12 of vandalism.

13 What are the types of vandalism that you're
14 referring to?

15 A I'm referring to torn-out ceilings;
16 torn-out wiring; HVAC, torn-out HVAC.

17 Q You're referring to internal HVAC units?

18 A Sure. Yes.

19 Q Okay. Anything else? Any other type of
20 vandalism that you observed?

21 A Plumbing.

22 Q Okay. What type of plumbing vandalism?

23 A Torn-out sinks, pipes.

24 Q Any other types of vandalism that you
25 observed?

1 A Outside of electrical, HVAC, ceilings, and
2 plumbing, that -- those are pretty much the types of
3 vandalism that I observed. There was one case that
4 I'm aware of, and that was some graffiti, graffiti on
5 the walls of one particular unit.

6 Q And you're referring to the graffiti that
7 is in the pictures?

8 A Yes.

9 Q Okay.

10 A And there was also some typical, maybe, in
11 another, you know, room maybe some graffiti. I
12 wouldn't utilize it as -- we didn't -- I didn't claim
13 that to be, per se, necessarily vandalism in that we
14 were, we were actually planning on painting the walls
15 anyway, but I did take those pictures of the walls.

16 Q Okay. How many times after Russ put you on
17 notice did you go out and inspect the property?

18 A Thereafter --

19 MR. FORESTNER: Object to the form.

20 What time frame?

21 THE WITNESS: Yeah.

22 MR. FORESTNER: This is -- they're still on
23 the premises.

24 THE WITNESS: Yeah.

25 Q (By Mr. Wildes) Okay. We'll limit it to

1 before you reported the claim; the vandalism claim to
2 Great American. Actually, we'll limit it to before you
3 sent this e-mail. Okay?

4 How many times had you visited the property
5 before sending this e-mail to Glenn?

6 A Before sending this e-mail?

7 Q Right.

8 A Maybe approximately four, four times.

9 Q Okay. And do you recall the amount of time
10 you stayed out there during those visits, or did it
11 differ?

12 A It differed.

13 Q Okay. What's the max amount of time you
14 stayed out at the property in any of those visits?

15 A Several hours. I don't, I don't recall,
16 you know, back then, but it was for several hours.

17 Q And during each of those visits did you
18 inspect every building on the campus?

19 A The initial visit I inspected every
20 building. During the follow-up visits in which were
21 visits to ensure that we were able to board up and
22 properly secure and reinforce, you know, to limit
23 additional damage, you know, relative to the
24 vandalism.

25 Q When you visited the property after being

1 put on notice by Russ of possible vandalism, did you
2 notice any outside AC units that were no longer there
3 that were there during your first inspection of the
4 property with Ms. Chapman?

5 A Not that I recall.

6 Q Okay. Did you take any more photos than
7 the photos that were attached to Exhibit 120 that I
8 just showed you that you have?

9 A Possibly. I think I took more photos.

10 Q Okay. And where would those photos be
11 located right now?

12 A We submitted, we submitted them all.

13 Q Okay. So there's no photos that -- you
14 don't have any photos that you haven't submitted?
15 And by "submitted," who do you mean submitted to?

16 A Submitted it to counsel/Great American
17 through our exhibits.

18 Q Okay. So if you did take other photos
19 other than the ones that are in Exhibit 120, they
20 would have been included in the document production
21 that you gave to Great American?

22 A I believe so.

23 Q Okay.

24 A I'm just looking. I don't know how many
25 pictures were submitted, but I submitted all of the

1 pictures that I thought I, you know, had taken.

2 Q Okay. Is it possible that you haven't
3 submitted some photos of the buildings that you have?

4 A Let me see.

5 Q I believe we have all the photos that were
6 attached to the e-mail. I'm speaking about other
7 photos that you would have taken during these visits
8 that you didn't attach to this e-mail.

9 MR. FORESTNER: If you know.

10 THE WITNESS: Not that I recall. I don't
11 know. I don't know.

12 Q (By Mr. Wildes) Do you know if Russ Hart took
13 any photos of possible vandalism damage when he visited
14 the property at any point?

15 A I don't know.

16 Q Okay. If Russ Hart took photos of the
17 property, did he usually send those photos to you?

18 A I would think so.

19 Q Are all these photos in Exhibit 120, were
20 they taken during one visit to the property?

21 A Yes.

22 Q Okay. So when you visited the property the
23 other times you didn't take anymore photos?

24 A I could have. I could have, but I would
25 have to check. I believe I submitted what I could

1 pull together from the pictures that I gathered from
2 my, my cell phone.

3 Q And you didn't take any pictures during
4 your pre-lease inspection of the property with
5 Ms. Chapman?

6 A No. I did not. I already had pictures of
7 the property. And the pictures represented what I
8 saw --

9 Q Okay.

10 A -- pre.

11 Q The pictures that you had of the property
12 before you leased it, where did you get those?

13 A We received -- it was either from EPR,
14 the -- or it was from the Stella group.

15 Q And do you still have, do you still have
16 those?

17 A I should have. They, they were not
18 individual pictures. They were a part of -- I
19 believe it was a phase or conditional study.

20 Q Were the only pictures that you had before
21 you leased the property of the property contained in
22 that study?

23 A Yes.

24 Q If you, if you go through Exhibit 120, is
25 it possible for you to identify what buildings these

1 pictures are of?

2 A The apartment buildings, the dormitory.

3 Q Which dormitory? There is several,
4 correct?

5 A Yes.

6 Q Okay. Do you know which one these pictures
7 are of?

8 A I would have to, I would have to really
9 take a guess. And I don't, I don't, you know.

10 Q Okay. Can you identify any other buildings
11 other than the individual dormitories?

12 A Dormitories, apartment building.

13 Q I know there are multiple apartment
14 buildings on the campus.

15 A Yes.

16 Q Do you know which apartment buildings these
17 pictures are depicting?

18 A I don't know what, what dormitory. I
19 could --

20 MR. FORESTNER: Don't guess.

21 THE WITNESS: Yeah. I don't know exactly
22 what -- the dormitory buildings on the property
23 are quite similar and so I wouldn't want to take
24 a guess. I do know that this particular
25 building where there's graffiti on the wall is

1 the president's house.

2 Q (By Mr. Wildes) Okay. So you've identified
3 the apartments, dormitory, and the president's house.

4 Can you identify any other buildings based
5 on these pictures?

6 A Apartments and dormitories.

7 Q Okay. Is that all?

8 A Yes.

9 Q Okay. Do you recall whether you sent Glenn
10 at Highmark any pictures other than the ones that you
11 attached to this e-mail? By "this e-mail," I mean
12 Exhibit 120.

13 A No, I don't. I don't recall.

14 Q Did you send these pictures to anybody else
15 other than the people that were copied or this e-mail
16 was sent directly to?

17 A I don't think so. I could have sent them
18 to Mr. Hart, but I don't recall.

19 Q Did you or anybody else repair any of the
20 vandalism that you observed at the property in the
21 fall of 2018?

22 A Yes. We had a immediate cleanup crew come
23 out and remove debris. So all of the ceilings that
24 had been torn down, we had a crew to come out and
25 remove all of that. And we had them to come out and,

1 let's see, board, board up/reinforce to not add any
2 additional or, or allow for any additional intruders,
3 you know, or damage to, to happen.

4 Q Okay. So you hired a crew to come out to
5 repair the ceilings and board up the windows.

6 Anything else?

7 A They didn't repair. They cleaned up the
8 debris that was on the floor. If you look at the
9 exhibit you'll see where the ceilings which is the
10 actual, actual place where Great American adjuster
11 and Mr. Hart were looking with what was wind -- the
12 wind damage claim, or storm damage -- windstorm
13 damage claim of the roof, when they went into this
14 apartment building here they noticed that this had
15 been vandalized. And so if you look at the
16 exhibit -- I don't know. The exhibit is not marked.
17 But you'll see the -- all the debris that's on the,
18 the floor.

19 Q Yeah. Let me clarify the record.

20 By "exhibit," you're referring to --

21 A Yeah. It's not numbered, but I don't know
22 what --

23 MR. FORESTNER: It's Exhibit 120.

24 THE WITNESS: I'm sorry. Exhibit 120.

25 MR. FORESTNER: Do you want me to have him

1 put a blue X on the page?

2 MR. WILDES: Pages 14 and 15 of the
3 double-sided exhibit. You can put an X on the
4 page.

5 MR. FORESTNER: Yeah. Just go ahead and
6 put an X over here.

7 THE WITNESS: Okay.

8 Q (By Mr. Wildes) So the page on the exhibit
9 that you've put an X on, you hired a crew to come out
10 and clean up the debris related to that picture --

11 A The debris --

12 Q -- or that type of damage?

13 A Exactly. So they came out and cleaned up
14 all of this. They also came out and, like I said,
15 boarded, re -- reinforced the security of the
16 individual -- every, every building on, on the
17 property so that we could avoid any additional
18 damages.

19 Q Okay. Did they only work on the buildings
20 that there were vandalism to?

21 A No.

22 Q So they worked on other buildings that
23 hadn't been vandalized?

24 A Yes.

25 Q Okay. Do you remember the name of this

1 crew? Is it a company?

2 A It was a company by the name of Guyco.

3 Q Guyco? Like the insurance company?

4 A Yeah. Yes.

5 Q Okay.

6 MR. FORESTNER: Was it spelled the same?

7 THE WITNESS: Yeah.

8 MR. FORESTNER: Okay.

9 Q (By Mr. Wildes) Nothing after Guyco? Just
10 Guyco?

11 A Guyco Plumbing and Construction.

12 Q Did you only hire one crew to do that work?

13 A I believe we had some general laborers as
14 well who came, you know, came out to, you know, clean
15 out all of the buildings.

16 Q Okay. Do you -- were they affiliated with
17 a company, or were they individuals? And if they
18 were individuals, do you know their names?

19 A No. I don't know their names.

20 Q Were they affiliated with a company?

21 A No.

22 Q All right. Other than Guyco and these,
23 these manual laborers, did you hire anybody else or
24 did anybody else come out to the property to do
25 anything related to this vandalism damage?

1 A Not that I can recall, you know, as of
2 today.

3 Q Okay. Do you remember when Guyco or these
4 manual laborers came out; whereabouts? Doesn't have
5 to be specific.

6 A It was shortly after -- I believe it was
7 shortly after the claim was submitted.

8 Q Okay.

9 A I believe it was shortly after the claim
10 was submitted.

11 Q Okay. By "shortly after," you mean within
12 a couple weeks, or within a month?

13 A Within, within -- I don't want to give a
14 time cause just it's been so long, but it was within
15 a reasonable amount of time. And I can say that
16 because I wanted to make sure that the work that we
17 were currently doing, you know, relative to
18 renovations, that, that this didn't impede against
19 any type of, you know, current work, renovation work
20 that we were actually doing on the property. And,
21 also, to, to -- for it not to become a hazard and
22 just sitting there. It was -- a lot of it was wet
23 and so we wanted to kind of get it cleaned up as to,
24 you know, not to further damage the property.

25 Q Okay. When Guyco and these manual laborers

1 came out you said they boarded up some windows.

2 Do you recall what buildings they put these
3 boards on?

4 A I don't recall.

5 Q Okay. When you took -- when you began to
6 lease the property there were already boards on some
7 of the windows; is that correct?

8 A Yes.

9 Q Okay. Do you remember what buildings there
10 were already boards on?

11 A No. Not, not a lot that I -- not -- I
12 don't think it was a lot of buildings. Those
13 buildings were intact. The windows were fairly new,
14 so those boards -- I know that they were boarded.
15 And so I know that we came and we went ahead and
16 after this, you know, boarded up every single window
17 that we could possibly, you know, board up. That was
18 my order. And that was to, to preserve, you know,
19 all of those windows; and, particularly, the first
20 floor of buildings.

21 Q Okay. You said "every single window."

22 Did you board up every single window on the
23 first floor of every building on the property? Is
24 that what you're saying?

25 A Not every building on the property. The

1 buildings that were actually not in use.

2 Q Okay. And which buildings were those; do
3 you recall?

4 A I don't recall those particular buildings.
5 They were the buildings that we weren't -- that we
6 were not utilizing. So I would say they were not --
7 the buildings that we were not utilizing, but these
8 were the buildings that we were renovating and we
9 were, you know, in the process of renovating. Those,
10 those were the buildings that we actually -- but the
11 buildings that we were renovating and buildings that
12 we were -- the same buildings we were not utilizing,
13 if that makes sense. The buildings that we were
14 utilizing, we didn't board up those windows.

15 Q Okay. So you boarded up the windows on the
16 buildings that you weren't utilizing but you were
17 renovating?

18 A Right. Correct.

19 Q Okay. And can you remember what those
20 buildings were?

21 A If I recall, the windows -- I can remember
22 the buildings that weren't, but I, I don't -- because
23 there's several buildings. I don't want to just
24 throw out names of buildings that I, I, I -- I can
25 say Burns Hall, Head Hall, Dodson, the apartment

1 buildings, the back of the gymnasium; although we
2 were utilizing the gymnasium. The first floor of the
3 gymnasium, we had them to reinforce and make sure all
4 of those windows were boarded. And I would say -- I
5 think it would be safe to say the remainder of the
6 dormitory buildings on the campus.

7 Q Were what? Being renovated, or not being
8 renovated?

9 A Were being renovated.

10 Q Okay.

11 A They were in a renovation phase and they
12 were to be boarded.

13 Q Okay. So Burns Hall, Head Hall, Dodson
14 Hall, the apartments, the back of the gym, and the
15 dormitories were all under renovation?

16 A Yes.

17 Q Okay.

18 A But, however, the gymnasium, we were
19 utilizing the gymnasium.

20 Q And by "renovations," what exactly do you
21 mean?

22 A Drawings, drone footage. The apartments
23 were in the process of being -- were in the process
24 of getting the HVAC system ready, so they had -- the
25 apartments had all been inspected. The

1 administration building HVAC system was renovated.

2 Some units were replaced. The same with the library.

3 Q And by "same," you mean HVAC units being
4 replaced?

5 A HVAC units being replaced. HVAC system
6 being updated.

7 Q In what building?

8 A Both administration building, old main, and
9 the library, as well as the gymnasium. The, the
10 elevator in the library was being fixed and inspected
11 by Fulton County engineering; whichever, you know,
12 county regulation that regulates the elevators. That
13 was being done and completed.

14 The fire system in the library was being
15 updated and testing done as a result of the initial
16 inspection that we received when we started
17 renovation, which we failed, so we had to provide
18 additional updates as well as renovations to the fire
19 system which, which resulted in a passing for the
20 fire inspection for the, for the library.

21 Q Anything else?

22 A Landscaping design; replacement of a --
23 part, part of a wall that was in the library that had
24 maybe sort of a dent or something in it. So they,
25 they cut the sheetrock and they had to replace that,

1 so replacement of sheetrock; painting; electrical.

2 Electrical was on the library as well as the

3 administration as well as old main.

4 Q Anything else?

5 A That's due to the, the timing and, you
6 know, the lapse in time. I can -- that's what I can
7 remember.

8 Q Okay. Before we move on, just turning back
9 to this exhibit one more time.

10 A Mm-hmm.

11 Q You'll see in the body of the -- and I'm
12 referring to Exhibit 120. You'll see in the body of
13 the e-mail that it says that the vandalism is beyond
14 the scope of what we had identified as needing to be
15 replaced and updated and remodeled.

16 Do you see that?

17 A Mm-hmm.

18 Q Okay. Do you have any documentation
19 showing, you know, your identification of things
20 needing to be replaced, updated, and remodeled?

21 Do you understand my question? Was this
22 documented in any way?

23 A This is beyond the scope. This -- okay.
24 So what -- you're -- okay. Give me one minute.

25 So this was beyond the scope what we had

1 identified as needing to be replaced and updated.
2 So, you know, once we walked the property and we --
3 we pretty much knew exactly what we needed to do. We
4 knew that we -- this was, you know, by evidence of,
5 for example, the HVAC company that we hired that came
6 out and actually did a full inspection.

7 While he was -- this company was currently
8 fixing and updating the current, you know, HVAC
9 systems in other buildings, he did an inspection for
10 his next phase which was the apartment buildings.
11 And so when, when, when -- I'm saying -- when I'm
12 saying beyond the scope, I'm saying that, okay, well,
13 now it's different than, you know --

14 Q I believe I know what you're saying. Let
15 me ask it this way.

16 The, the things needing to be replaced and
17 updated and remodeled, does that include anything
18 beyond what you described to me as the renovations
19 that Braddy Prep was doing on the property?

20 A Does that, does that -- does this
21 include --

22 Q No.

23 Does it --

24 A -- beyond --

25 Q -- include anything beyond what you just

1 described to me as what Braddy Prep was doing on the
2 property?

3 A Correct. It, it -- this, this, this does
4 not include the scope of what we were currently doing
5 to the property. This is beyond the scope of what we
6 looked at that -- what we documented, you know,
7 relative to the, the -- having the HVAC company come
8 out, look at phase two of the renovation, give us a
9 quote to get these particular units -- apartment
10 units up and going relative to HVAC. They went in,
11 they went through every unit, and then they said,
12 okay, this is what you'll need to get these units up
13 and going. That documentation which we submitted,
14 that documentation was now voided because it was --
15 this was beyond the scope at that point.

16 Q Right. Right. So just to clarify, what
17 I'm trying to determine is whether you are referring
18 to anything beyond what you described to me. So you
19 described some HVAC work on the apartments. You
20 described some HVAC work on the library. I get that.

21 Are you, are you referring to in this
22 e-mail anything beyond what you just described to me
23 as the work being performed on Braddy Prep, or is
24 that what you're referring to in the e-mail?

25 A In the e-mail, I'm referring to the

1 vandalism that has occurred. And it is beyond what
2 we are currently -- or what we currently had, as I
3 stated, completed and/or we were undergoing
4 renovation.

5 Q Okay. And you just described to me that --

6 A Yes.

7 Q -- correct?

8 A Yes.

9 Q Okay. Other than the invoices and whatnot
10 that you've submitted to Great American, is there any
11 documentation of these renovation efforts, or have
12 you submitted everything to Great American --

13 A Yes.

14 Q -- that documents that?

15 A Yes.

16 Q Okay.

17 A All the documents I have.

18 Q Okay. So this is Exhibit Number 121.

19 Dr. Braddy, what I've marked as Exhibit
20 121, these are e-mails between Great American and
21 Mr. Hart. You're copied on these e-mails. I just
22 had a couple questions about this.

23 So based on the e-mails, it appears that
24 you put Great American, or somebody put Great
25 American, on notice of the vandalism loss on

1 October 11, 2018; is that correct? Or on or about
2 that time.

3 (Whereupon, the court reporter
4 marked Plaintiff's Exhibit No. [121](#)
5 for identification.)

6 MR. FORESTNER: Objection to the form of
7 the question.

8 Q (By Mr. Wildes) Dr. Braddy, do you recall
9 when you put Great American on notice of the vandalism
10 claim, or whether somebody representing your, your
11 company did?

12 A I, I don't, I don't recall. However, I
13 mean, I can say that it was, it was within -- I want
14 to -- it was in a reasonable time from the date of
15 noticing the, the claim.

16 Q Okay. Do you remember how far -- how soon
17 after you sent this e-mail to Glenn on September 26
18 you reported the vandalism claim to Great American?
19 Or somebody from Braddy Prep did?

20 A From September 26? I --

21 MR. FORESTNER: If you don't know --

22 THE WITNESS: -- I don't know the exact
23 date.

24 Q (By Mr. Wildes) Okay. Does anybody have an
25 idea or know when exactly the vandalism happened on the

1 property?

2 A It happened, it happened between -- I
3 can -- I don't, I don't know the exact time the
4 vandalism happened --

5 Q Okay.

6 A -- on the property.

7 Q Okay. Is anybody aware whether the
8 vandalism happened on one day, or happened over
9 multiple days?

10 A No.

11 Q Okay. So the, the date of loss that Braddy
12 Prep gave to Great American, what significance does
13 that have, if any, as far as when the vandalism
14 occurred?

15 A I would say the significance would be that
16 the date of loss was the day that we informed Great
17 American after, after, you know, going through our
18 inspection and having the, the broker come to walk
19 the entire campus with me to identify as a witness
20 with me that, you know, this is what, what -- this is
21 what happened. We don't know. It happened between,
22 I don't know, I would say maybe sometime between
23 August to whenever the, the date -- whenever the
24 Great American was notified.

25 Actually, Great American noticed the

1 damage, the vandalism damage, and -- along with
2 Mr. Hart. And that's when I was called and I
3 proceeded to go out and conduct the inspection. And
4 when I saw that it was indeed different and it was
5 indeed vandalism, that's when we, we -- Braddy Prep
6 submitted the claim.

7 Q Okay. And by that point, had anybody else
8 seen the vandalism other than you, Ms. Chapman, Russ
9 Hart, and the independent adjuster that you're aware
10 of?

11 A By that point?

12 Q Right.

13 A No.

14 Q Okay.

15 A Not that I'm aware of.

16 Q And how are you -- is it possible that the
17 vandalism could have occurred after you started
18 leasing the property, but before August 2018?

19 A I, I don't think so.

20 Q Why do you say that?

21 A Because we had walked the property and we
22 were actively engaged in the property in early
23 August, so...

24 Q So when do you think is the first, first
25 time that the vandalism could have happened at the

1 property?

2 A I would say anytime after -- I mean, I
3 could just guess anytime after -- cause we -- the
4 latter part of August or the first of September.
5 However, I'm just, I'm just guessing.

6 Q Is there any documentation that the
7 vandalism that you observed at the property occurred
8 during your policy period with Great American and not
9 before it?

10 So to ask it another way, is there any
11 documentation showing that the vandalism occurred
12 after you began to lease the property and not before?

13 MR. FORESTNER: Object to the form of the
14 question.

15 THE WITNESS: There's no documentation.
16 The documentation is, is -- well, there's no
17 documentation because there were -- there was no
18 vandalism.

19 Q (By Mr. Wildes) Let me ask it this way.

20 Are you aware of any documentation,
21 photographs, or reports that show -- that depict
22 portions of the property that are now damaged that
23 were not damaged before you began to lease the
24 property?

25 A Yes.

1 Q Okay. You, you -- and what, what documents
2 or photographs is that?

3 A That's the phase -- I believe it's the
4 phase one or conditional use document that was
5 submitted.

6 Q Okay. Is that the only document that would
7 evidence that the vandalism happened after you began
8 to lease the property and not before?

9 A I wouldn't say that. It's, it's a document
10 that is -- that would give rise to evidence that the
11 property was damaged afterwards. Because the phase
12 was done before and it wasn't done by Braddy Prep
13 Academy.

14 Q Okay. Do you know when that phase was
15 done; the phase one report?

16 A I think it was done -- I believe it was
17 done in between maybe 2015 or 2016 maybe.

18 Q Okay. Are you aware of any vandalism that
19 occurred at East Point campus before Braddy Prep
20 leased it?

21 A Not that I recall.

22 Q Besides the missing AC units?

23 A Before Braddy Prep leased, or -- not that I
24 recall.

25 Q Okay. So when you inspected the property

1 with Mrs. Chapman, you didn't see any vandalism
2 damage to any building on the East Point campus?

3 A No. Not to -- not, not -- the missing
4 units, I don't know if that's considered vandalism or
5 not. But to the, to the scope of Exhibit 120, you
6 know, no. I don't think, you know -- I'm not aware
7 of any, any -- everything that, that was in Exhibit
8 120 happened after Braddy Prep leased the property.

9 Q Okay. But you testified earlier that
10 Exhibit 120 does not contain all the vandalism that
11 you observed on the property.

12 So I'm asking you irrespective of what's in
13 Exhibit 120 whether you saw any vandalism damage or
14 what could be perceived as vandalism damage when you
15 and Ms. Chapman inspected the property before you
16 leased it.

17 A No.

18 MR. WILDES: Okay. Mark that as Exhibit
19 122.

20 (Whereupon, the court reporter
21 marked Plaintiff's Exhibit No. [122](#)
22 for identification.)

23 Q (By Mr. Wildes) Dr. Braddy, I've marked this
24 as Exhibit 122.

25 Do you recognize this?

1 MR. FORESTNER: Have you ever seen it
2 before?

3 THE WITNESS: Probably.

4 Q (By Mr. Wildes) Okay. Well, I'll represent
5 to you that this is a police report. You can take a
6 minute to look over it. Just tell me when you're ready
7 to proceed. It's not very long.

8 A Okay.

9 Q Okay. Based on this report, it appears
10 that you were present when the police visited East
11 Point campus?

12 A Yes.

13 Q Okay. And if you look at the top
14 right-hand corner, date/time reported is
15 October 15th, 2018?

16 A Mm-hmm. Yes.

17 Q Does that sound about the time that you
18 reported the incident to the police; the vandalism to
19 the police?

20 A I guess, yes.

21 Q Okay. Do you have a reason to think that
22 that's incorrect?

23 A Just because of the date; the lapse in time
24 to date.

25 Q Oh. You're unaware of the specific date?

1 A Yeah.

2 Q Okay. Does it --

3 A Considering it's -- it was two years ago.

4 Q Right.

5 Does it sound about the time --

6 A Yeah.

7 Q -- that you reported it to the police?

8 A I would say so.

9 Q And by that time it had been about three
10 weeks since Russ Hart reported it to you?

11 A Possibly.

12 Q Okay. Is there a reason you waited so long
13 to report it to the police?

14 A The -- let's see. The police -- I don't --
15 three weeks to me was -- I would say it was
16 possible/reasonable considering that we wanted to
17 make sure that we knew what to report.

18 Q Okay. So at the back of the exhibit -- so
19 it would be page 2 of the police report -- at the
20 very end -- or, I guess, the second paragraph from
21 the end it says: Carroll displayed photos via phone
22 in reference to the above locations: Damaged
23 ceiling, drywall, copper, and other structure damage.

24 The photos that you gave to the police
25 officer, are those the same photos that were attached

1 to the e-mail Exhibit 120 that we went over earlier?

2 MR. FORESTNER: It says "displayed." It
3 doesn't say given.

4 Q (By Mr. Wildes) Displayed.

5 A Yeah.

6 Q So you showed photos to the police officer
7 that you took on your phone?

8 A I believe so.

9 Q Okay. And my question is whether those
10 photos were the same as the ones that you attached to
11 the exhibit, or are there other photos that you
12 showed to the police officer?

13 MR. FORESTNER: If you recall.

14 THE WITNESS: I don't recall.

15 Q (By Mr. Wildes) This police report, same page
16 as we were looking at, lists several buildings: Dodson
17 Hall, Head Hall, family house, Gilbert Hall, president
18 hall, apartment 3, 4, 5, maintenance, and warehouse.
19 And it says: Carroll advised that the following
20 buildings had been vandalized.

21 Is that an accurate representation of all
22 the buildings that were vandalized on the property?

23 A No.

24 Q What's missing?

25 A I don't, I don't know Apartment 3, 4. I

1 can, I can guess that this would be an adequate
2 description of all the properties.

3 Q That were vandalized?

4 A That were vandalized, with the exception of
5 my understanding of Apartment 3, 4, 5. I don't know
6 exactly, you know, how the police report would say
7 Apartment 3, 4, 5. I don't know. I didn't, I didn't
8 give him, like, Apartment 3, 4, 5.

9 Q Okay. What --

10 A But the apartments were vandalized. I just
11 don't know how to, you know, label the apartments.

12 Q Okay. Was there anybody else at the
13 property with you when the police came out?

14 A I don't, I don't, I don't remember.

15 Q Okay. Did anybody else provide any
16 information to the police officer about what
17 buildings were damaged?

18 A No. Not that I recall.

19 Q The, the list of damages that you give at
20 the bottom of the police report, is that a -- I know
21 it's not a general, but is that an accurate
22 representation of the damages that you had observed
23 by that time?

24 A Yes.

25 Q Okay.

1 MR. FORESTNER: Can we take a break?

2 MR. WILDES: Yeah.

3 (Whereupon, a brief recess was taken.)

4 Q (By Mr. Wildes) Turning back to Exhibit 122,
5 the police report.

6 So, Dr. Braddy, you didn't mention anything
7 to the police officer about the library?

8 A I don't, I don't recall.

9 Q Okay. What about old main or Burns Hall?

10 A I don't recall.

11 Q What about Roberts Hall?

12 A I think so.

13 Q Do you know why that's not included in this
14 list of buildings?

15 A No.

16 Q What about the admin building?

17 A I don't recall.

18 Q What about the dormitories?

19 A You just named them.

20 Q What was that?

21 A The halls.

22 Q Roberts Hall?

23 A Roberts Hall, Gilbert Hall, Dodson Hall,
24 apartments. When I speak of dormitories, that's what
25 I'm speaking of.

1 Q So Gilbert Hall and Dodson Hall.

2 Does that mean that there was no vandalism
3 to Roberts Hall?

4 A Yes. There was vandalism to Roberts Hall.

5 Q Do you know why it wasn't included in the
6 police report?

7 A I don't.

8 Q The maintenance and the warehouse at the
9 bottom of the list, do you see that?

10 A Yes.

11 Q What is that referring to?

12 A The, the warehouse that's on the campus.

13 Q Okay. Is the warehouse and the
14 maintenance, is that the same thing?

15 A Yes.

16 Q Okay. And by, by the "warehouse," you mean
17 the big tin shed --

18 A Yes.

19 Q -- behind one of the dorm rooms?

20 A Yes.

21 Q Okay. Was there any vandalism to the
22 library?

23 A Not that I recall.

24 Q What about old main and Burns Hall? It's
25 not included in this list.

1 A Yeah. Not that I recall. I do recall that
2 the officer wasn't thorough in his -- in the, the
3 narrative because it was a -- the, the -- because it
4 was a large campus. And the date of the incident --
5 the suspected date of the incident was not the date
6 of the report, but -- and I shared with the, with the
7 officer that I needed to make sure that I at least
8 did a police report for, you know, in case the
9 insurance company needed a police report. So I do
10 recall that one officer coming. And, and the one
11 officer did not -- he took the report from his car.

12 Q Okay. What do you mean that he wasn't
13 thorough?

14 A Well, I -- let me retract that and restate
15 because I don't know if he was thorough or not, so I
16 retract that. But I would like to say that the
17 police officer did not go into each of the buildings.
18 He did not go into any building. He stated that if,
19 if I could just show him some of the pictures and
20 kind of, you know, the different names of the, the
21 buildings.

22 And so what we -- what I showed him, we
23 looked at -- you know, I shared with him some photos.
24 And he stated that the -- he would just notate the
25 address of the campus and, because there was a

1 plethora of buildings, and that, you know, he would
2 just make sure that he notate that the address of the
3 campus. And even at the latter part he stated that
4 it would require additional force to come out and
5 actually go through every single building and that he
6 would just give a general narrative, but he would
7 make sure that he put the address of the campus; the
8 university campus.

9 And I believe he also stated that the
10 campus at one point had its own police, its own
11 police department, so -- but he, he did state that,
12 that he would make sure that the address was on the
13 building -- I mean, on the police report. And that
14 it probably -- that I could actually come and pick up
15 the police report. He only gave me a case number,
16 so- it wasn't -- I could not read the narrative right
17 there, you know.

18 So he gave me Case Number 18-015152 on a
19 card and asked me, you know -- told me, you know,
20 that the police report would be ready in a matter of,
21 I guess, so many days; that I could, I could actually
22 pick the police report up. So I didn't have time
23 to -- it was not, you know, a time for me to look at
24 narrative and, you know, kind of say, okay, well, you
25 missed this, you missed this, you missed this. This

1 incident report wasn't populated at the time of the
2 police being dispatched and me actually speaking with
3 the officer.

4 Q Okay. Looking at the police report now,
5 what do you, what do you think that he missed?

6 A I don't know the -- I would have to see a
7 diagram of the campus because I think -- I don't know
8 if I stated Burns Hall. But if I stated Burns Hall,
9 I will probably want to retract the term Burns Hall
10 because I believe Burns Hall is our administration
11 building. But I would have to see a diagram of the
12 campus and I could, you know, I could definitely
13 point out.

14 Q So do you believe that some buildings are
15 missing? And, if so, can you list the buildings that
16 you believe are missing from the list? Is that easy
17 enough?

18 A If I, if I could see a diagram I could --

19 Q Okay.

20 A -- point out those buildings. Yes.

21 Q Did you believe that the officer was not
22 being thorough when he was -- when he reported to the
23 scene and when you were speaking with him?

24 A I don't -- I can't speak relative to the
25 officer's standards of investigation. However, I

1 will say that the officer informed me that he would
2 make sure that the address of -- the main university
3 address was on the report and that -- he asked me
4 specifically what damages did I, you know, incur; the
5 campus incur.

6 And I stated the ceilings, drywall, copper,
7 plumbing. I mean, the sinks. And he stated that he
8 would just -- so I see where it says "and other
9 structure damage." But shortly thereafter the police
10 report, the officer had to leave very quickly.

11 Q But you never requested a copy of the
12 police report after the fact?

13 A I don't know. I believe I -- I don't know
14 if I requested a copy. I may have requested a copy
15 to be sent to Great American. I don't know if Great
16 American required a copy of the police report or not.

17 Q Was there any vandalism to the admin
18 building?

19 A If it was, it was maybe some type of
20 suspected vandalism. I don't, I don't think so.

21 Q Is it, is it possible for you to describe
22 what vandalism you noticed at these buildings on the
23 police report?

24 A Damaged ceilings.

25 Q Individually, like, per building?

1 You can go down the list if that's easier.

2 A If I had a diagram, I could. But,
3 actually, just, I mean, the police report was
4 completed in 2018.

5 Q I'll look for a diagram and then we'll --

6 A Okay. Okay.

7 Q -- come back to it if I have one.

8 A Good deal. Thanks.

9 Q And just to clarify.

10 The, the vandalism that you -- that's
11 described on this police report and that we've been
12 speaking about during this deposition, you -- did you
13 notice all that on the first day you visited the
14 property after being put on notice of the vandalism
15 by Russ?

16 Stated another way: Did you notice any new
17 vandalism during subsequent visits or, say, after you
18 filled out this police report after the police came
19 to the property?

20 A Not that I recall.

21 Q Okay. Did you file any other police
22 reports other than this one?

23 A Not that I recall.

24 Q Okay. I want to look at your -- this has
25 already been marked as Exhibit Number 110.

1 Dave, if you want to look at it. You
2 probably already have a copy, though.

3 Have you seen that before?

4 A Yes.

5 Q Okay. I want to look at paragraph 17 on
6 the affidavit. Just let me know when you're there.

7 A I'm here.

8 Q Okay. It says that: Since the filing of
9 the instant action, Braddy Prep has attempted to file
10 two additional claims for plaintiff: One for
11 vandalism, and another for damage stemming from a
12 falling tree. Plaintiff has refused to investigate
13 these claims and has instead instructed us to wait
14 until the current action is resolved.

15 What's the basis for that claim in
16 paragraph 17; that Great American has refused to
17 investigate the claims and has instructed us to wait
18 until the current action is resolved?

19 A We reached out to Great American. And
20 Great American stated that the insurance -- the
21 policy was currently -- I don't, I don't want to, to
22 quote because I don't recall, but I'm going to
23 paraphrase that they stated that, in essence, the
24 policy was in litigation and that they -- we would
25 have to wait until current litigation is over to --

1 for them to address.

2 Q Okay. Who told you that?

3 A Ms. -- I don't want to mispronounce her
4 name.

5 Q Donna from Great American?

6 A Donna.

7 Q Okay. Did she tell you that directly, or
8 did she communicate that through one of your agents?

9 A She communicated that I believe via e-mail.

10 Q Directly to you, or were you copied on the
11 e-mail?

12 A I don't know if it was directly to me, but
13 I did -- it was, it was -- I did receive a
14 communication from Donna regarding the refusal to
15 move forward on those.

16 Q Okay. Looking at paragraph 122 -- not
17 paragraph 122. I'm sorry. Exhibit 122.

18 A Mm-hmm.

19 Q Maybe it was 121. It's right there; the
20 series of e-mails.

21 The -- if you'll look through that, the
22 adjuster actually attempted to inspect the vandalism
23 claim after you reported it, correct?

24 A Where are you?

25 Q It's throughout the e-mails talking about

1 Great American's attempts to come out -- have
2 somebody come out and inspect the property. You can
3 take a minute to read through that.

4 And, actually, Ty Whitaker, the independent
5 adjuster, actually came out to the property after you
6 reported the vandalism claim and attempted to inspect
7 the property, but that Russ didn't show up for the
8 inspection; is that correct?

9 A Not that I know of. From what I was
10 informed was that Ty Whitaker and Russ Hart had some
11 scheduling issues I think on both ends and they just
12 could not at the time meet at the same time to
13 inspect the property.

14 Q So Great American didn't refuse to
15 investigate the vandalism claim?

16 A Yes.

17 MR. WILDES: What exhibit are we on?

18 THE REPORTER: 123.

19 MR. WILDES: Mark this as 123.

20 (Whereupon, the court reporter
21 marked Plaintiff's Exhibit No. [123](#)
22 for identification.)

23 MR. FORESTNER: It's not going to be in
24 there.

25 THE WITNESS: Okay.

1 Q (By Mr. Wildes) I've marked a letter as
2 Exhibit 123.

3 Have you ever seen this document before?
4 Have you seen that before?

5 A I believe so.

6 Q Okay. So you are aware that Great American
7 had offered to, to inspect your two other claims
8 under a reservation of rights?

9 A Yes; on June, June 2 -- June 3rd, 2019.

10 Q Okay. And were you aware that they had
11 sent another letter to your previous attorney
12 offering to do the same thing?

13 A I don't -- I'm not -- not that I recall.

14 Q Okay.

15 A I do know that this was, you know, after we
16 were well into litigation that we received this, this
17 notice that Great American was -- had offered to
18 inspect the two additional claims.

19 Q Okay. So in that case, I guess an accurate
20 statement -- and assuming that this is the only
21 letter that Great American sent offering to inspect
22 the two subsequent claims -- a more accurate
23 statement in paragraph 17 was -- would be until
24 June 9th, Great American -- 2019, Great American had
25 refused to inspect the subsequent two claims?

1 MR. FORESTNER: Objection to the form of
2 the question.

3 This affidavit is in December of 2018.

4 Q (By Mr. Wildes) So the affidavit is no longer
5 accurate.

6 Would you agree with that?

7 MR. FORESTNER: Object to the form of the
8 question.

9 Q (By Mr. Wildes) Is it still your position
10 that Great American has refused to investigate the
11 vandalism claim and the tree claim?

12 A Great American has refused to investigate
13 the two claims -- the additional claims, rather, that
14 we submitted. As a matter of fact, I received a
15 letter -- I mean, I received notice via e-mail, as I
16 stated, from Donna when the tree -- I believe it was
17 the tree fell on -- due to storm when the tree fell
18 on one of the dormitories. And she e-mailed back
19 that this was in litigation.

20 And to that extent we received well into
21 litigation a notice on June 3rd, 2019 from Great
22 American stating that they were -- they would be
23 interested in investigating the damages which we
24 actually had to have the tree by that time removed.
25 And although there was damages, Great American

1 refused at the time that we actually filed and
2 requested for relief relative to that claim. They
3 later submitted a letter on June 3rd, 2019 to Braddy
4 Prep's counsel stating that they were interested in
5 investigating damage of something that happened the
6 previous year.

7 Q And your previous attorney didn't give you
8 a similar letter --

9 A I can't speak for --

10 Q -- in 2018 offering to inspect the claims?

11 A I was being represented by --

12 MR. FORESTNER: If you recall. If you
13 don't --

14 THE WITNESS: Yeah. I don't recall cause I
15 don't -- yeah.

16 Q (By Mr. Wildes) When was the first time you
17 went to the property following the tree falling?

18 A Can you, can you rephrase that question,
19 please?

20 Q Yeah, I can.

21 When was the first time you went to the
22 property following, following you being put on notice
23 that there had been some sort of tree-related damage
24 at the property?

25 A The same day.

1 Q Okay. And I have a loss date of
2 November 16th, 2018.

3 Does that sound correct?

4 A I would...

5 Q It's the date that Great American was
6 given.

7 A Okay.

8 Q Does that sound correct? Do you have any
9 reason to think that's not correct?

10 A Yeah. I don't, I don't -- because of the
11 lapse in timing, I don't recall.

12 Q Okay.

13 A But I don't have any reason to think that
14 it's not.

15 Q Was anybody with you when you visited the
16 property that day?

17 A No.

18 Q Okay. Anybody at the property when you
19 arrived?

20 A No.

21 Q And can you describe the damage that you
22 observed when you arrived at the property that day?
23 And to what building?

24 A A tree had fallen on -- I believe it's Head
25 Hall.

1 Q Okay. And what kind of damage did you
2 observe?

3 A The tree was impeding the ingress and
4 egress of the gymnasium.

5 Q Okay. I'm just talking about damage to a
6 building; to the building.

7 A Okay. The tree had caused the window of
8 the second floor to be damaged/broken as well as the
9 tree took down some of the gutter type, you know.

10 Q Okay. Anything else?

11 A There was also -- and to that regard, to
12 include a bit of structural damage to the building
13 where the tree impacted the building.

14 Q Okay. And by "structural damage," what do
15 you mean exactly? Brick damage?

16 A Brick damage.

17 Q Okay. Anything else you mean by that?

18 A Due to the tree? Yeah. That -- I mean,
19 that's what -- that's that I recall, you know, from
20 what I could, you know, what I could see. I'm not a
21 professional contractor or a contractor by far, so...

22 Q Right.

23 Do you remember how long you stayed out
24 there?

25 A Maybe an hour.

1 Q Okay. Did anybody do anything related to
2 that tree damage other than remove the tree from the
3 building and the parking lot? Any repairs made at
4 all?

5 A No.

6 Q Okay. Anybody take any photos of the tree
7 damage?

8 A Yes.

9 Q Okay. Who did?

10 A I did.

11 Q Okay. And did you take those on your
12 phone?

13 A Yes.

14 Q All right. Have you given those to your
15 attorney to produce to Great American?

16 A Great American has them.

17 Q Okay. Does Great American have all of the
18 pictures that you took of the tree damage?

19 A Yes.

20 Q Okay. Have you obtained any estimates,
21 bids, or any sort of documentation from any
22 contractor or vendor related to the vandalism that's
23 occurred at the property other than what you've
24 obtained from Hart and Lang?

25 A No. I reached out to just companies. And

1 they require -- due to the magnitude of damage and
2 various, you know, buildings, they would require a
3 significant amount of -- a significant fee to, to
4 produce a comprehensive estimate. And we actually
5 shared that with Great American in the beginning, you
6 know, and we didn't get any assistance relative to
7 that. And you'll see that in various e-mails. So we
8 did reach out to a company that agreed to come out
9 and provide an estimate of the damages.

10 Q Okay. The company you're referring to is
11 Lang?

12 A Yes.

13 Q Okay. And when Lang visited the property,
14 were you present?

15 A Yes.

16 Q Okay. Who from Lang came out and inspected
17 the property?

18 A I don't recall.

19 Q Was it Lawrence Nelson? Does that ring a
20 bell?

21 A Could have been. I don't remember their
22 name.

23 Q Okay. Do you remember how many times
24 somebody from Lang came out to the property?

25 A No. I don't know how many times.

1 Q More than once?

2 A I don't, I don't know.

3 Q Okay. So to answer my original question,
4 is Lang and Hart the only two companies or
5 individuals or anybody that has given you any sort of
6 opinion, estimate, or anything related to the
7 vandalism claim at, at East Point?

8 A I don't recall any other official opinions.

9 Q Okay. What about informal opinions?

10 A Not that I, not that I remember.

11 Q Okay. And these other companies that you
12 reached out to, they never actually came out to the
13 property and looked at it?

14 A No. I gave, you know, just a description
15 of what, you know, happened and the address. They
16 pulled it up. Said, okay, this will cost, you know,
17 a rough estimate of probably, you know, 30 to \$50,000
18 to go through these buildings.

19 Q Who communicated with these companies?

20 A I did.

21 Q Okay. Anybody else from Braddy Prep --

22 A No.

23 Q -- or any affiliated company?

24 A No.

25 Q How did you communicate with these

1 companies?

2 A I just called them on the phone.

3 Q Okay. No e-mail exchange or any other
4 written correspondence?

5 A No.

6 Q So you provided this information over the
7 phone to them and they over the phone provided you a
8 rough estimate of how much it was going to cost to
9 fix?

10 A No. A rough estimate of how much it was
11 going to cost for the estimate.

12 Q Got you.

13 What about the tree claim? Has anybody
14 provided you with an opinion regarding how much it's
15 going to cost to fix other than Russ Hart?

16 A No.

17 Q Have you had any contact with -- other than
18 the contractors or the companies that you just
19 described to me that you reached out to regarding the
20 vandalism claim, have you had any contact with any
21 other third parties regarding either the vandalism
22 claim or the tree claim other than Russ Hart?

23 A No.

24 Q And Lang?

25 A No.

1 Q Do you have a previous -- did you have a
2 previous relationship with Lang, or is this the first
3 time that you dealt with him?

4 A First time I ever met him.

5 Q Okay. Did you know somebody else that had
6 used Lang before, or --

7 A No.

8 Q -- how did you find out about him?

9 A I asked Russ Hart if he could find, you
10 know, someone who would be willing to come out and
11 provide an estimate based on good faith that we
12 would, you know, pay for the estimate once we're able
13 to -- the insurance company was able to, you know,
14 agree to pay for the damages that we incurred while
15 we were under Great American auspices.

16 Q Okay. Who did you have contact with at, at
17 Braddy Prep or any affiliated companies with Braddy
18 Prep other than, other than Russ and -- I guess it
19 would be only Russ regarding these two, two losses:
20 The vandalism claim and the tree claim?

21 A Right.

22 Q Did you speak with anybody else at Braddy
23 Prep about these two claims, or damages related to
24 the claims?

25 A Ms. Brooks. Lorraine Brooks.

1 Q Okay. Anybody else other than Lorraine?

2 A Possibly Keith Hughes.

3 Q Okay. Anybody else?

4 A No. Not --

5 Q Did Lorraine Brooks ever come out to the
6 property and see any of the vandalism?

7 A No.

8 Q What about Keith?

9 A I believe Keith -- Keith came out for the
10 tree.

11 Q Okay. What about the vandalism?

12 A Keith has -- he, he saw the vandalism.

13 Q He did?

14 A (Witness nods head.)

15 Q When did he see the vandalism?

16 A I don't know the exact date. It was
17 probably -- I don't know the exact date.

18 Q Was it during a visit where you were also
19 present?

20 A Yes. Yeah.

21 Q Was Keith always -- or were you always
22 present when Keith was at the property?

23 A No.

24 Q But you think you were present when he saw
25 the vandalism?

1 A Yeah.

2 Q When he saw the vandalism, was that during
3 one of your approximately four visits after Russ Hart
4 put you on notice of it?

5 A No.

6 Q Okay.

7 A Keith was, was brought on after all of this
8 litigation, you know, was occurring. He was brought
9 on as a facilities director after all of this; all of
10 the claims and all of the windstorm, the vandalism
11 damage to the roof, and everything within this
12 overall case. Keith was brought on later, so Keith
13 has no prior knowledge of this claim --

14 Q Okay.

15 A -- other than the tree. He was there and a
16 part of staff when the tree actually fell.

17 Q Okay. So Keith took Dr. Frazier's spot; is
18 that right? Or he came into a similar position after
19 Dr. Frazier left?

20 A I wouldn't say necessarily a similar
21 position, but Keith came in as facilities
22 maintenance, you know, director.

23 Q Okay. And how did you communicate with
24 Ms. Brooks about the vandalism or tree claim:
25 Through e-mail, over the phone?

1 A Just called her.

2 Q Okay. Any e-mail exchanges between you and
3 Ms. Brooks about the vandalism claim --

4 A No.

5 Q -- or vandalism damage?

6 What about between you and Keith? Any
7 e-mail exchanges or written correspondence between
8 you two about the vandalism damage?

9 A No.

10 Q And the fire that occurred at the property,
11 can you tell me a little bit about that?

12 A Someone had got into one of the buildings.
13 And on the second floor they -- maybe a hoarder or
14 some type of, you know, person that had got into the
15 building -- put the wood back; made it look like, you
16 know, the building was secure. And they actually --
17 I don't know what they were doing on the second floor
18 in one of the building -- in one of the rooms, but
19 they -- whatever happened cause the fire. And the
20 fire was contained within that particular room;
21 however, it -- the smoke kind of went throughout.

22 Q What building was that?

23 A Head Hall, I believe.

24 Q Okay. And when did that occur?

25 A I don't know the exact date. Within the

1 last, within the last four -- within the last five
2 months.

3 Q Okay. Who is your carrier for that claim?

4 A I don't know. I'll have to get back with
5 you afterwards on that.

6 Q So you're not sure of the insurance
7 carrier?

8 A Uh-uh. Not sure of the name.

9 Q Has there been any other damages that
10 you're aware of at East Point campus other than the
11 wind-related damages, the vandalism, the tree claim,
12 and the fire damage?

13 A No.

14 Q So this will be Exhibit 124.

15 Have you seen this e-mail chain before,
16 Dr. Braddy? I assume you have. You're the --

17 (Whereupon, the court reporter
18 marked Plaintiff's Exhibit No. [124](#)
19 for identification.)

20 A Mm-hmm.

21 Q -- at the top of it. So based on this
22 e-mail, it looks like there was some damage done to
23 the gym in May.

24 Particularly on May the 8th, 2018; is that
25 right?

1 A Mm-hmm. Yes.

2 Q Okay. And then it looks like some damage
3 happened on June 3rd, if you turn to the last page.
4 It's another e-mail from you to Glenn on June 3rd,
5 2018: FLA trashed the gym. Paint all over the
6 place.

7 A Yes.

8 Q Stage is flooded.

9 What exactly was the damage done to the gym
10 during these two incidents? And if there's been more
11 incidents, please tell me that as well.

12 A Fulton Leadership Academy is an academy
13 that we allowed to facilitate their physical
14 education in, in the gym; in our gym. And so...

15 Q Well, specifically, what, what damage did
16 they do to the gym?

17 A So the damage that they did to the gym was
18 some paint that they allowed to drip on the carpet.

19 Q And based on the last page, it looks like
20 there was some flooding as well? "Stage is flooded."

21 A Yeah. Stage, stage was flooded.

22 Q Okay. Can you describe? What do you mean
23 by "flooded"? What was the extent of the flood? And
24 where did the water come from, if you can recall or
25 know?

1 A I don't recall. I believe that the
2 flooding was from the H -- from the HVAC system.

3 Q Okay.

4 A And as a result of that, I believe that's
5 where our HVAC guy worked to fix, to fix that.

6 Q So, I mean, how much water flooded from the
7 HVAC?

8 A It was dripping. I can't, you know, say
9 how much water. It was --

10 Q Is "flooded" a strong word for the amount
11 of water that was on the, on the stage?

12 A I would say it's a strong word for the
13 stage. The stage is approximately maybe -- I would
14 say maybe probably -- let's see. Maybe, maybe 14x14.

15 Q Okay. And was the whole thing covered in
16 water, or just a portion?

17 A Just a portion.

18 Q Okay. How big was the portion covered in
19 water?

20 A It was, it was probably -- it was puddled.
21 So we were able to place buckets and a trash can --
22 industrial trash can style barrel, if you will --

23 Q Okay.

24 A -- under the water in an effort to, you
25 know, to salvage the, the space and not, not allow it

1 to damage -- provide any further damage and also drip
2 on the gymnasium floor.

3 Q Were you successful in containment --
4 containing the water to the stage?

5 A Yes.

6 Q All right. Did you do any repairs to the
7 gym after these two incidents related to these two
8 incidents?

9 A Yes.

10 Q Okay. Do you have documentation of those
11 repairs?

12 A No. Actually, if I'm not mistaken, I
13 believe we required Fulton Leadership to assist in
14 the repair of paint removal. It was a very limited,
15 you know, repair.

16 Q Okay. So all the repairs were done
17 in-house, so to speak, or did you hire any third
18 parties to come and conduct repairs related to these
19 two incidents?

20 A I believe for the HVAC we had HVAC, but I
21 believe it would be -- it would have been in-house
22 for the other, other damages. They were clearly
23 related to wear and tear and also just not taking
24 care of one's -- you know, another one's property
25 correctly.

1 Q Okay. But to answer my question, is there
2 any documentation related to any repairs done related
3 to --

4 A No. No.

5 Q "No"?

6 Okay. And, no, you didn't contact any
7 third parties or contractors to do anything related
8 to this damage?

9 A No. It wasn't, it wasn't to that extent.

10 Q Okay. Was the top of the stage ever
11 replaced?

12 A Yes.

13 Q Okay. When was that done?

14 A I don't, I don't recall.

15 Q Okay. And why was that done; do you
16 recall?

17 A Because there was water that was dripping.
18 And it dripped down to the, the stage and caused
19 it -- the wood to buckle.

20 Q Okay. Is this water from HVAC, or water
21 from somewhere else?

22 A No; water from HVAC.

23 Q Okay. So it's the same water you were
24 referring to earlier?

25 A Right.

1 Q So who paid for the stage being replaced?

2 A I believe we paid. I believe Braddy Prep
3 paid for it.

4 Q And who came and installed the stage?

5 A It was in-house.

6 Q So any documentation related to the stage
7 installment?

8 A No. The stage is fairly small. Like I
9 said, it's probably maybe four -- maybe 14 feet by
10 14 feet, or 15 feet by --

11 Q Is the stage replacement included in your
12 claim or any claim with Great American?

13 A No.

14 Q Do you have any photos related to or of the
15 damage that was caused by Fulton Leadership Academy
16 to the gym?

17 A I think so. Like I stated, you know, for
18 the record, the damage was, you know, very minimal.
19 It was mostly a lot of trash that we needed to clean
20 out and a pail -- a 5-gallon bucket of -- or a gallon
21 of paint had spilled on the carpet and so --

22 Q Was there any damage to the bathrooms in
23 the gym?

24 A I would say wear and tear damage that
25 was -- caused the sinks to -- faucets to run.

1 Q Okay. So looking back at the police
2 report, the gym is not included in the list of
3 buildings.

4 Was there any vandalism to the gym?

5 A No.

6 Q Dr. Braddy --

7 A Now, also, we probably -- to answer -- to
8 add to the -- my answer from your last question was
9 there any damage done to the gym --

10 Q Well, I asked if there was any vandalism
11 done to the gym; not damage.

12 A Vandalism. Okay. So in defining
13 vandalism, you know, windows being broken or, you
14 know, something like a rock being thrown at a window.
15 So we had a few of those that happened throughout
16 time, but we just replaced, you know, a cracked
17 window.

18 Q Okay. Other than broken windows, any
19 other --

20 A No.

21 Q -- damage to the gym that you perceived or
22 anybody else perceived --

23 A No.

24 Q -- as vandalism?

25 Okay. And this is an obvious question, but

1 you're aware of the lawsuit that Great American has
2 filed against Braddy Prep; the declaratory judgment
3 action?

4 A Yes.

5 Q Okay. Have you reviewed all those
6 pleadings that have been filed in that action, and
7 have you participated in responding to discovery;
8 stuff like that?

9 A Yes.

10 Q Okay. Were you involved in preparing the
11 affidavit that I went over with you earlier? I
12 think -- right there. That's the only copy. And,
13 also, I only have one copy of this, but this is
14 marked as Exhibit 2. It's Mrs. Brooks' affidavit.

15 A Yes.

16 Q All right. Were you involved in preparing
17 both of these?

18 A Yes. No. I wasn't involved in preparing
19 hers. I was involved in preparing mine.

20 Q Okay. How were you, how were you involved
21 in preparing yours? Just to be clear, you don't have
22 to tell me anything about your communications with
23 your attorney.

24 A Okay.

25 Q The substance of those communications.

1 A Okay. So I was involved by acknowledging
2 the declaration and signing it.

3 Q So you were pretty much handed the
4 declaration and you confirmed that it was true --
5 whether it was true or false?

6 A Yes. I mean, I, I shared each -- I mean,
7 with, with counsel each, each count, if you will.
8 And then it was sent to me and I signed it.

9 Q Okay. During the first part of your
10 deposition there were a number of documents that you
11 acknowledged and you agreed to produce when we
12 reconvened for the deposition or afterwards. I'm
13 going to go through the list of documents after
14 reading the transcript that it appears you agreed to
15 produce and we can talk about those.

16 The first is Highmark phase one report that
17 you described during your deposition. I believe it
18 was you agreed to look for that report, but we
19 haven't received that report from you yet.

20 A Mm-hmm.

21 Q Were you able to locate that report?

22 A I was -- I believe so. I believe I was
23 able to locate part of the report.

24 Q What part would that be?

25 A It was -- it's an e-mail. So I'm having to

1 go back through all of the e-mails to find the actual
2 attachment.

3 Q Okay.

4 MR. FORESTNER: So he hasn't found it yet.

5 THE WITNESS: No. I haven't found it yet.

6 Q (By Mr. Wildes) Okay. Are you actively still
7 looking for that report?

8 A Yes.

9 Q Okay. And have you done anything else to
10 search for that report other than looking through
11 your e-mails?

12 A That's the only place that I would have it.

13 Q Okay. Have you contacted -- who produced
14 the report? Highmark?

15 A I believe EPR would have produced it.

16 Q Have you contacted EPR or Highmark for the
17 report?

18 A I did. I contacted --

19 MR. FORESTNER: He's talking about since
20 your last deposition.

21 MR. WILDES: Correct.

22 THE WITNESS: Oh. No.

23 MR. FORESTNER: I wouldn't have allowed him
24 to do that.

25 THE WITNESS: No.

1 Q (By Mr. Wildes) The next item is photographs
2 made of the campus before or after negotiating the, the
3 lease purchase.

4 A Say it -- can you repeat that?

5 Q Yeah. Photographs made of the campus
6 before and after negotiating the lease and purchase
7 of the property.

8 A Yes.

9 Q Okay. Have you since your last deposition
10 found any photographs that would be responsive to our
11 requests for you to produce that?

12 A I -- photographs, no. Drone footage.

13 MR. FORESTNER: We provided the drone
14 footage.

15 THE WITNESS: Yeah. I submitted that.

16 Q (By Mr. Wildes) Have you provided any -- have
17 you found any other drone footage other than the drone
18 footage that was contained in the e-mail -- I mean, not
19 the e-mail, but the YouTube clip --

20 A Yeah. Every, every --

21 Q -- that you all sent us?

22 A Yeah. Every -- everything that I had, you
23 know, I forwarded to you all.

24 Q Okay.

25 A And that was just during our time of

1 renovation when we had to kind of create -- get
2 drawings. And I believe I forwarded the drawings as
3 well.

4 Q Okay. But specifically about the
5 photographs --

6 A Mm-hmm.

7 Q -- other than the drone footage, have you
8 found any other photographs that were taken of the
9 campus before or after negotiating the lease or
10 purchase of the property?

11 A No.

12 Q Okay.

13 A No.

14 Q Are you still actively looking for those
15 photographs, or have you decided that none exist --

16 A Yeah.

17 Q -- and that your testimony was wrong?

18 A Yeah. Well, I, I thought that I would
19 actually have photographs of the campus. But instead
20 of the photographs, it was the drone footage. So I
21 assumed that they took pictures, but they actually
22 just -- they did photographs. And, of course, they
23 provided drawings.

24 Q Okay. Is it possible that there are
25 photographs of the property before or after, you

1 know, you leased the property or after you purchased
2 the property that you haven't produced to Great
3 American?

4 A Other than the photographs that are in the,
5 the phase report.

6 Q No?

7 A Right.

8 Q Okay. The -- you revealed during your last
9 deposition that there was a construction consultant
10 that came out to the property or, or gave you an
11 opinion on the property called FOCC.

12 Do you recall that?

13 A FOCC.

14 Q You testified during your last deposition,
15 or the first part of your deposition, that FOCC, a
16 company by that name, was involved in East Point
17 campus in some way. I think as a construction
18 consultant. And you agreed to produce documents
19 related to their involvement.

20 A If there, if there was, if there was
21 documentation that I stated, then for the record I
22 want to retract that because I, I produced all the
23 documentation that I could find.

24 Q What have you done, if anything, to search
25 for any records from OF -- FOCC?

1 A Looked through e-mails.

2 Q Have you contacted them?

3 A No.

4 Q Are you still actively looking for any
5 documents?

6 A I'm actively looking for all documents that
7 I've requested -- that, that Great American requested
8 through my last deposition.

9 Q So you're still actively looking for
10 documents from FOCC?

11 A I don't know. I do not have any
12 documentation from FOCC.

13 Q Okay. So you're not actively looking for
14 documents from FOCC?

15 A No. I'm actively looking, I'm actively
16 looking for any and all documents. However, I don't
17 believe I have any documentation from FOCC.

18 Q What, what -- from, from your first
19 deposition to now, what -- how have you come to that
20 conclusion?

21 A Through looking through all of the exhibits
22 and being inundated with all of the contractors and
23 folks that were coming out, companies coming out
24 working, giving estimates, et cetera. It, it was
25 oversight.

1 Q Okay. Just to clarify, is it your position
2 now that nobody came out to the property that goes by
3 the name OF -- FOCC, or you just don't have
4 documentation related to their visit to the property?

5 A Correct. I don't have documentation. And
6 I would have to get -- I don't recall FOCC. That's
7 something that I would have to get back with you on.
8 FOCC. Cause I don't even, I don't even know that
9 acronym.

10 Q Okay.

11 A And because of the timing between my last
12 deposition and today and all of what has occurred,
13 you know, I wouldn't know.

14 Q Do you know why you would have mentioned
15 that during the first part of your deposition if they
16 actually didn't come out to the property?

17 A Well, I'm not saying that they did not come
18 out to the property. I need to research and see
19 exactly what is FOCC.

20 Q Right. That's what we --

21 A Yeah.

22 Q -- asked you to do after your first
23 deposition.

24 A Right. So if --

25 MR. FORESTNER: We'll look into it.

1 THE WITNESS: Yeah.

2 Q (By Mr. Wildes) Next item is records
3 regarding inspections of the buildings in conjunction
4 to accreditation of your, of your school. As far as I
5 can tell, you haven't produced any records regarding
6 these type of inspections since your last deposition.
7 And you agreed to do so during the deposition.

8 MR. FORESTNER: He agreed to look.

9 THE WITNESS: Yeah.

10 Q (By Mr. Wildes) Have you looked?

11 A Yes.

12 Q Okay. What have you done to, to try to
13 find these inspections?

14 A Went through sites, reached out --

15 Q What sites? And who did you reach out to?

16 A I reached out to, to Braddy Prep to see if
17 there's any type of booklets or standards that, you
18 know, we can submit to Great American regarding the,
19 the requirements for obtaining accreditation.

20 Q Did you reach out to anybody else other
21 than Braddy Prep?

22 A Other than that, I've looked at -- I've
23 researched the online standards and accreditation
24 agencies.

25 Q Okay. What sites specifically are you

1 referring to, or are you referring to a number of
2 different sites? I'm unclear on that.

3 A Yes. Georgia Accrediting Commission.

4 Q Okay. Anything else?

5 A Advanced Ed.

6 Q Okay. Anything else?

7 A Southern Association of Colleges and
8 Schools.

9 Q Okay. And have you found any records
10 regarding inspections related to accreditation?

11 A I'm still looking.

12 Q Okay. What do you mean by that, you're
13 still looking?

14 A I'm still looking for official requirements
15 for initial provisional education -- provisional
16 accreditation candidacy accreditation and, and full
17 accreditation.

18 Q Okay. So is that what you were referring
19 to in your deposition? Cause it sounded -- and based
20 on my reading of the testimony, it sounded like you
21 were -- that there were some type of records
22 regarding that inspections -- regarding inspections
23 that were performed so you could get your
24 accreditation.

25 Is that --

1 A Well, you're talking about then -- well,
2 that's, that's required to obtain accreditation.

3 Q Okay. Did any inspection like that ever
4 occur?

5 A Well, part of that inspection would be
6 obtaining the necessary fire approval; CE -- COs,
7 certificate of occupancies; obtaining clearance for
8 gymnasium; obtaining life safety clearance from the
9 fire department, fire marshal; obtaining all of
10 those.

11 MR. FORESTNER: The East Point campus
12 hasn't been inspected for accreditation, has it?

13 THE WITNESS: No. No. It hasn't been
14 inspected. No.

15 Q (By Mr. Wildes) So if you were to produce
16 something along the lines of that request, it would be
17 something like a pamphlet or a booklet --

18 A Mm-hmm.

19 Q -- outlining the inspections that you have
20 to do to get accreditation?

21 A Correct.

22 Q But not necessarily records of inspections
23 that were conducted to get the accreditation?

24 A Correct.

25 Q Okay. So that'll lead me into my next

1 question, or -- the next category of documents you
2 agreed to look for was building permits and
3 inspections I think that you mentioned in relation to
4 accreditation, or in relation to something else.

5 Have you found any permits, or, or --

6 A We produced --

7 Q -- any inspection reports that you haven't
8 produced?

9 A Right. I've produced all reports that I --
10 we've received.

11 Q Okay. So you're not actively looking for
12 more building permits or inspection reports?

13 A We have submitted all of the --

14 Q Okay.

15 A -- inspection reports that we've received.

16 Q The next one, we already touched on this a
17 little bit. It's records from Go Mo studio, or pro,
18 or LLC, whatever they go by.

19 A That was submitted to you.

20 Q Okay. And that's only the YouTube clip?

21 A The YouTube clip.

22 Q That's the only thing we've received.

23 A You should have received a YouTube clip.
24 You should have received the drawings. You should
25 have received the invoices that we paid for the

1 drawing services and...

2 Q Have you received any type of uncut clips
3 from Go Mo?

4 A What do you mean uncut?

5 Q So --

6 MR. FORESTNER: We've requested them.

7 Q (By Mr. Wildes) -- the video footage that --
8 before they edited it and cut it up to put it into that
9 YouTube video; the raw footage, so to speak.

10 A Yeah.

11 Q It probably would have been a lot longer
12 than the 30-second or 20-second video that you all
13 produced.

14 A No.

15 Q "No"?

16 You haven't received any of that?

17 A We don't have it. Yeah. And they don't
18 have it. I reached out to them. They don't have it.

19 Q Go Mo doesn't have it?

20 A Right.

21 Q Did they tell you why they don't have it?

22 A They -- they were, they were a small
23 company. They changed their management. And they're
24 doing -- they're actually doing something else now
25 related to media production. So they looked into

1 their system and they just don't, don't have any --
2 anything related to what -- any raw footage or
3 anything. So what we do have is -- we submitted to
4 you all.

5 Q Okay. The next one is records from an
6 expert that Dr. Frazier was unable to name. Oh, no.
7 I think that you were talking about an expert. He
8 was paid to assess the damage to East Point campus,
9 but I don't think you could recall his name during
10 the first part of your deposition. But you did
11 testify to something along the lines that you all did
12 retain some sort of expert to come out and give you
13 an opinion on the property.

14 Do you recall any experts coming out to the
15 property other than maybe Lang and Russ Hart to give
16 you an assessment of the damages to the property?

17 A It wasn't an assessment of all the damages.
18 And we submitted that. I don't have his name, but we
19 submitted his invoices that we paid. And he was an
20 estimator, I believe. And he --

21 Q What did he estimate?

22 A He looked at several buildings as to, you
23 know, what needed to be done.

24 Q Is this pre wind damage or post wind
25 damage? By "wind damage," I mean the August 2nd,

1 2018 loss.

2 A Yeah. This was post.

3 Q Okay. So he came out to the property to
4 give you an opinion on what needed to be done related
5 to the damage to the property?

6 A Yes.

7 Q Not general renovations?

8 A Yes.

9 Q Okay. And you can't --

10 A No, no, no; related to general renovations.

11 Q So not related to the wind, vandalism, or
12 tree damage?

13 A No. Because I specifically asked him if he
14 could do -- give us kind of a breakdown. And when he
15 looked at various buildings, he was -- he stated that
16 what he would have to -- what he would provide would
17 be to make sure that -- he would provide an on-site
18 service to make sure that the construction companies
19 or the -- whoever the contractors are are doing
20 exactly what they are -- were hired to do, and that
21 would -- that Braddy Prep would be staying within its
22 budget and not going over budget, as well as paying
23 over what it would cost to renovate buildings.

24 Q Okay. So he was going to be a project
25 manager of some sort?

1 A Yeah.

2 Q Okay.

3 A A project manager.

4 Q But did he actually give you an opinion on
5 the work that actually needed to be completed at the
6 property, or did he just say I'll make sure the work
7 gets done, whatever it is?

8 A No. He gave -- he spent hours and I
9 submitted that to Great American, along with what he
10 actually stated that he actually went through.

11 Q So he produced some sort of report for you?

12 A Mm-hmm. And we submitted it to Great
13 American.

14 Q Okay. And you can't remember his name or
15 the company's name?

16 A No. But I can get, I can get it to you.

17 Q Do you know where that is?

18 A I'm sure that I could, could get it, get it
19 for you. We, we submitted it to you all; to Great
20 American.

21 Q Well, off the top of my head, I can't
22 remember seeing it. So if it's no trouble to you, if
23 you'll --

24 A No problem.

25 Q -- get that and then produce it to your

1 attorney so he can give it to me --

2 A No problem.

3 Q -- that would be great.

4 What about the after-school program you
5 discussed during your deposition? I believe you
6 mentioned there were some records related to that.

7 A The after-school program?

8 Q Yeah.

9 Was there an after-school program that was,
10 that was located on the East Point campus at any
11 time?

12 A What type of after-school program?

13 Q It might have been affiliated with the
14 YMCA. I'm not sure.

15 A That was a summer program.

16 Q Okay. Was there any after-school program?

17 A The -- we negotiated -- we were negotiating
18 an after-school program. We actually facilitated a
19 summer camp program --

20 Q Okay.

21 A -- on campus.

22 Q When you negotiated the after-school
23 program, what does that mean "negotiated the
24 after-school program"?

25 A That means that we would be facilitating an

1 after-school program for the YMCA.

2 Q Okay. So the negotiations, did they happen
3 over e-mail? Any other, you know, written, written
4 correspondence associated with that that you would
5 have access to and be able to produce to us?

6 A I can look and see. I've looked and I
7 didn't find anything, but I can look and see.

8 Q Okay. What did you do to look
9 specifically? Just go through your e-mails?

10 A Yeah, go through my e-mails. The majority
11 of our conversations were face to face with the
12 executive director. Now, also Fulton Leadership, we,
13 you know, we allowed Fulton Leadership to facilitate
14 an after-school program, so that's why I wanted to be
15 clear when you asked about after-school program what
16 exactly, you know, did I say so that I can make sure
17 that I'm giving you the right, correct, you know,
18 answer as accurate as possible.

19 Q So did Fulton Leadership, did they ever use
20 the campus to do an after-school program?

21 A Yes. They had sports; their basketball
22 team --

23 Q Other than -- I know they --

24 A -- after school.

25 Q Sorry. I know that they used the gym in, I

1 think, April of 2018.

2 A April, May. And I think they went -- they
3 used the gym until the end of school year, so it was
4 not just one month. They used the gym till the end
5 of school year. The gym was being -- you know, we
6 were -- we allowed them to facilitate education
7 through both the gym and the -- our -- not soccer;
8 our volleyball court.

9 Q Okay.

10 A So we allowed that to happen. And, also,
11 after school. They had after-school sports
12 program --

13 Q In the gym?

14 A -- so we allowed that to happen.

15 Q In the gym?

16 A Yeah, in the gym.

17 Q Okay. Is that different than what you --
18 that seems like the same thing to me.

19 A No. Physical education is classes and
20 education as well as health education was done in the
21 gym. We have classrooms in the gym, et cetera. Then
22 you have auxillary extracurricular activities such as
23 basketball, AAU, those types of leagues. And they
24 facilitated their after-school sports program there
25 on the campus as well.

1 Q Okay. And this was only in -- at the end
2 of the year/spring of 2018 that they did this, or did
3 they --

4 A This was from April until the end of the
5 school year.

6 Q And by "the end of the school year," do you
7 mean May?

8 A Whenever --

9 Q Or June?

10 A Probably --

11 Q Okay.

12 A I would say June to be on the safe side.

13 Q Okay.

14 A Whenever school ends.

15 Q Right.

16 But it's safe to say that, say, after
17 August going forward, Fulton Leadership never used
18 the school for an after-school program? I shouldn't
19 say "school." The campus for an after-school
20 program.

21 A Correct.

22 Q Okay.

23 A I believe so.

24 Q The -- there's a portion of the property
25 that was deeded. Actually, it wasn't deeded. It's

1 owned by AUC, correct --

2 A Yes.

3 Q -- right now?

4 And is that intended to be used for
5 behavioral health and primary care outpatient
6 services?

7 A Yes. Behavioral health, behavioral health
8 encompasses primary care, but it's intended to be
9 used for a behavioral health learning campus. That
10 learning campus speaks to kids with special needs and
11 provides groups training life skills, skill
12 development, family training, individual therapy, and
13 play therapy, et cetera, for grades K through 12 as
14 well as post secondary.

15 Q Okay. Will it still be used under the name
16 Braddy Prep, or will it be used under another company
17 name?

18 A It's used under the name of -- I mean, the
19 AUC has allowed Braddy Prep to stay. The visions --
20 the vision of the AUC aligns with Braddy Prep vision.
21 And so Braddy Prep would be on campus and
22 facilitating its mission.

23 Q Okay. But I guess my question is whether
24 the portion of the property that's now owned by AUC,
25 is that going to be used to conduct Braddy

1 Preparatory Academy's customary operations of being a
2 school for kids?

3 A Mm-hmm. Being a school for kids with
4 specialized services.

5 MR. WILDES: Okay. Yeah. I don't have
6 anything more right now.

7 MR. DOWLING: Take a quick break.

8 MR. FORESTNER: Sure.

9 (Whereupon, a brief recess was taken.)

10 CROSS-EXAMINATION

11 BY Mr. Dowling:

12 Q Dr. Braddy, my name is Matt Dowling. I
13 represent Powers-Leavitt in this. You've seen me
14 sitting over here quietly the last couple times we've
15 met. I haven't had an occasion to ask questions yet.
16 Fortunately, I'll hopefully be able to keep this
17 pretty quick since Great American's counsel has kind
18 of covered the bulk of everything. I got a handful
19 of follow ups from today and a couple of things to
20 clarify from when we last met.

21 One thing today, if you can pull up the
22 Exhibit 124.

23 A Mm-hmm.

24 Q And on the second page at the very bottom
25 there's the message that's all underlined?

1 A Yes.

2 Q The second sentence in there: I'm
3 concerned with the way things are going could place
4 the CO in jeopardy as well as increase liability.

5 What's the, what's the CO?

6 A Certificate of occupancy.

7 Q Okay. Did you have a CO at that point?

8 A Yes.

9 Q Okay. I got a little lost on the timeline
10 earlier when you were talking about going to the,
11 going to the East Point campus with Lolethia Chapman
12 versus when you went independently, so I'm going to
13 just try to clarify that just to make sure I have it
14 down right.

15 Did -- so the first time that you and
16 Lothia went --

17 MR. FORESTNER: Lolethia.

18 MR. DOWLING: Lolethia. Okay. Much
19 better. Thank you.

20 Q (By Mr. Dowling) -- went to the campus was
21 April 2018; is that right? I'm sorry. Let me clarify
22 that. With regards to pre and post vandalism claim
23 discovery.

24 A With regards to pre and post?

25 Q Right.

1 A Pre or post? I'm sorry. I'm sorry.

2 Q You were -- the questions earlier were
3 about when you were on the campus and saw it without
4 vandalism or with just --

5 A Okay.

6 Q -- you know, the outside AC units missing.

7 A Okay. So that was April.

8 Q Okay. April of '18.

9 And that -- on that visit, that was you and
10 Lolethia?

11 A Right.

12 Q Did you go inside --

13 A Yes.

14 Q -- the buildings on that visit?

15 A Yes. And we had been -- now, for the
16 record, we -- that was not the first time. We had
17 actually, you know, been. This was negotiation. We,
18 we had already went through and we continued to, but
19 the license to utilize the campus started on April 1
20 in which we had 30 days to --

21 Q Okay.

22 A Yeah.

23 Q So on that April visit, that was -- like
24 once the license agreement was in place, then the two
25 of you went out --

1 A Sure.

2 Q -- and walked all of the buildings?

3 A Sure.

4 Q And at that point you didn't see any
5 vandalism?

6 A No.

7 Q When did you next go to the campus with
8 Lolethia?

9 A Well, Lolethia had -- she, she came to
10 visit the campus periodically.

11 Q Okay.

12 A The next official visit was when I had
13 actually been contacted regarding the vandalism.

14 Q Okay.

15 A And at that point I looked at what was
16 presented and I immediately called Lolethia
17 Chapman -- her office is very close to the campus --
18 and asked if she could come over ASAP and meet me
19 because we have, we have a major problem.

20 Q And so -- okay. And so that would have
21 been latish September? I mean, I'm not trying to pin
22 you down --

23 A Yeah. I know.

24 Q -- to some specific date.

25 A I mean, the dates is all -- it could have

1 been between latter part of September; you know,
2 latter part of September.

3 Q And you said earlier, I think, that you
4 personally visited the campus --

5 A Yes.

6 Q -- four, four times in between those two
7 visits that you went on with yourself and Lolethia;
8 is that right? Did I get that right?

9 A I would say approximately four times from
10 when Lolethia and I walked the campus.

11 Q So about once a month during the summer of
12 2018?

13 A No. I wouldn't say once a month. When the
14 vandalism happened, I visited the campus often.

15 Q Okay.

16 A Yeah. Because we needed to make sure that
17 everything was secure and, you know, that it
18 maintained its, you know, secure -- security.

19 Q And then did you have an estimate for when
20 you thought the vandalism occurred?

21 A No. I would say that we believe that the
22 vandalism occurred between the latter part of -- mid,
23 mid to latter part of August to maybe latter part of
24 September.

25 Q At that point, was Dr. Frazier still the

1 caretaker or steward at the property?

2 A I don't, I don't think so.

3 Q So Keith Hughes had taken over in the
4 steward role at that point?

5 A I believe Keith maybe started with us in
6 November maybe. Yeah.

7 Q So did you have a steward/caretaker person?
8 Was anyone filling that role in -- between mid to
9 late August and late September when the vandalism may
10 have happened?

11 A Yes. We had -- well, you know, between,
12 between myself and I believe we had -- just have to
13 think back. We had someone on the property at all
14 times for the most part, or, or at least in rotation.
15 Let me see here. Yeah. So I believe we, we had
16 some, some -- that there was support. There was,
17 there was someone on the property.

18 Q Do you know who that would have been
19 between mid August and late September?

20 MR. FORESTNER: That would have been
21 through November.

22 THE WITNESS: So between -- we had -- they,
23 they had training. We had a training. They
24 were utilizing our -- the, the election -- some
25 election committees were utilizing our library.

1 We allowed them to utilize our library and
2 student center for trainings and, and certain
3 things like that. The -- that was in September,
4 October, November.

5 Q (By Mr. Dowling) And how often was the
6 election committee using the library at that point?

7 A 24/7.

8 Q Do you know if they had someone literally
9 physically on campus in the library 24/7?

10 A Yeah. 24/7.

11 Q Other than someone from the election
12 committee in the library, did you at your direction
13 or control have any Braddy Prep employees or another
14 contractor, you know, like a, like a Dr. Frazier;
15 someone that was going to be there on your behalf to
16 keep an eye on the property during that period?

17 A We actually -- you know, I, I would drive
18 through the property all the time. Again, we were
19 also still in the process of renovating, so we still
20 had people working, you know, throughout the property
21 renovating. We had landscapers, lawn care. I don't
22 know if it's the national -- was it the National
23 Democratic Party, or -- I don't know if it's the
24 national or the state, but it was being utilized.
25 There was heavy traffic throughout that, that time

1 frame.

2 Q When you say "heavy traffic," what does
3 that mean?

4 A Heavy traffic, meaning people were there.

5 Q And did any of those people ever tell you
6 or anyone else affiliated with Braddy Prep that
7 they'd seen anything suspicious --

8 A No.

9 Q -- observed any ne'er-do-wells roaming the
10 campus?

11 A I would go every other day almost to check
12 on the campus. And there was, there was no other --
13 nothing suspicious. The --

14 MR. FORESTNER: Listen to the question.

15 THE WITNESS: Okay.

16 MR. FORESTNER: I'm sorry.

17 MR. DOWLING: I thought he was answering.

18 MR. FORESTNER: All right.

19 (Whereupon, the court reporter read back
20 the previous question on page 107, line 13.)

21 THE WITNESS: No.

22 Q (By Mr. Dowling) And in that period while you
23 were driving through the campus a couple -- how many
24 times a week would you say you would go?

25 A Probably about -- I can't recall. Several

1 times.

2 Q Did you ever in your trips through see any
3 signs of forced entry in any of the buildings?

4 A No.

5 Q Did you ever see anything that alerted you
6 or gave, gave rise for you to think, man, somebody
7 might be breaking into these buildings?

8 A No. That was August, so, no.

9 Q Did you have -- in that period, mid to late
10 August through the end of September, did you have
11 anyone that you instructed to regularly inspect each
12 individual building on the campus?

13 A No. I was pretty much making sure that
14 everything was intact.

15 Q And in terms of the renovations at one
16 time, I think you said that that was -- that really
17 entailed getting drawings together, creating,
18 creating plans; is that accurate?

19 A Getting drawings; creating plans; obtaining
20 certificate of occupancy; obtaining approvals for
21 fire; you know, code upgrades, HVAC renovations,
22 installations --

23 Q And, and --

24 A -- et cetera.

25 Q I'm sorry. Go ahead.

1 A Et cetera.

2 Q And those were the types of renovations
3 that were going on from April --

4 A Right.

5 Q -- until late August, mid September?

6 A (Witness nods head.)

7 Q So those renovations did not entail having
8 people physically in the buildings, right? I mean,
9 making a drawing, that's a desk job; cranking out a
10 permit, desk job.

11 So you didn't have folks that were in those
12 buildings physically renovating, right?

13 A No. Yes, we did. We had HVAC system
14 companies inside the buildings.

15 Q Library? Admin?

16 A Library, admin, old main, gymnasium, the
17 apartments. Yeah. They were inside. Every, every
18 contractor for the most part, you know, who actually
19 worked on renovations, they, they were kind of
20 inside. I mean, you maybe had one that was out. But
21 even the drawings, they didn't do the drawings from
22 the outside of the buildings. They actually went
23 into the buildings and, and into every room.

24 Q Have you produced -- I don't think I've
25 seen those drawings.

1 Have you found those to be able to give to
2 us?

3 A We forwarded it to Great American.

4 MR. FORESTNER: I'll, I'll check and see.

5 Q (By Mr. Dowling) And, if not, can you,
6 please, track those down and get those to Dave for us?

7 A (Witness nods head.)

8 Q And you have provided all of the invoices
9 and records --

10 A Mm-hmm.

11 Q -- for all of the contractors that were on
12 the campus during that period from April until --
13 April '18 until --

14 A Yes.

15 Q -- late summer/early fall of 2018?

16 A Yes.

17 Q The folks that came out after you found the
18 vandalism, the Guyco Plumbing and construction, do
19 you remember who you spoke with at that company?

20 A We got -- his name is Gregory Bryant.

21 Q Did you have any prior relationship with
22 him?

23 A Yeah. I've known him for quite some time.

24 Q How so?

25 A He's done -- he would do plumbing and

1 construction work for us.

2 Q And is the Guyco Plumbing construction
3 company Gregory Bryant's company?

4 A Yes.

5 Q Where is he based?

6 A Well, he's deceased now.

7 Q Sorry to hear that.

8 Is his company ongoing; do you know?

9 A I don't know.

10 Q Do you know how many employees he had?

11 A I don't know.

12 Q How many, how many days did it take for
13 Guyco Plumbing and construction to, to clean up after
14 you discovered the vandalism?

15 A I would say maybe about -- took them maybe,
16 I'm estimating, maybe three -- two, two weeks; maybe
17 two weeks.

18 Q And how did -- did they invoice you for the
19 work?

20 A Yes.

21 Q How did you pay them?

22 A I don't, I don't remember. I don't
23 remember. I'd have, I'd have to check. I don't know
24 if it was cash or check.

25 Q Would there be a record of that payment

1 somewhere in your files?

2 A I can check and see.

3 Q Okay. We'd certainly appreciate it if you
4 would. And, also, I don't believe I've seen an
5 invoice from, from that company either in the
6 contractor documents that you've provided so far.

7 A I don't know if they, I don't know if they
8 produced that kind -- I don't know if he produced an
9 invoice.

10 Q We'd certainly appreciate it if you'd check
11 through --

12 A Mm-hmm.

13 Q -- all the records related to that as well.

14 A Sure.

15 Q Do you remember how much you paid them?

16 A I don't.

17 Q Where had -- strike that.

18 Prior to doing the vandalism in mediation,
19 how many times had you engaged Mr. Bryant's Guyco
20 Plumbing and construction company to do work on
21 behalf of either yourself personally or any of the
22 myriad entities that you control?

23 A Maybe three, three -- maybe three to four
24 years.

25 Q Where, where did -- like physically which

1 locations did you use them?

2 A Different, different facilities: 125,
3 Highway 138, Riverdale, 7265 Mt. Zion Road.

4 Q Any other properties or locations?

5 A Not that I recall.

6 Q And I think you said that Keith Hughes did
7 not visit the campus prior to --

8 A Right.

9 Q -- the vandalism occurring; is that right?

10 A Correct.

11 Q So he only saw it in a post vandalized
12 state?

13 A Right.

14 Q Okay. So did -- post April of 2018, did
15 Braddy Prep ever occupy 1706 Washington Road?

16 A No.

17 Q What's your understanding of when Point
18 University left the -- what we're calling the East
19 Point campus?

20 A I have absolutely no clue when they left.

21 Q Is it fair to say that when you were in the
22 process of negotiating the lease for the East Point
23 campus Point had, had been out for some time?

24 A I think, I think it's fair to say that
25 they -- that Point University wasn't -- was no longer

1 occupying East Point campus when I negotiated the
2 lease.

3 MR. DOWLING: Okay. Go off the record for
4 a second.

5 (Whereupon, a discussion was held off the
6 record.)

7 Q (By Mr. Dowling) In terms of procuring
8 insurance for the East Point campus, my understanding
9 is that you delegated that completely to Lorraine
10 Brooks; is that right?

11 A Yes.

12 Q And you never personally had any
13 interactions whatsoever with anyone affiliated with
14 Powers-Leavitt Insurance Agency during the time that
15 you were negotiating the lease and procuring
16 insurance?

17 A I don't know if I spoke with Gizela Evans
18 via phone or not.

19 Q I know you did afterwards with Russ Hart.

20 A Yeah. So I don't recall speaking with her
21 during the -- it was all via, you know, e-mailing,
22 you know, back and forth with landlord, et cetera.

23 Q And during those -- did you have any
24 insurance-related conversations with the landlord
25 during the period you were working to try to get the

1 policies in place for the East Point campus?

2 A Not that I, not that I recall.

3 Q Hand you what we've previously marked as
4 Exhibit 37. If you will just kind of, you know, take
5 a quick look through -- well, take as much time as
6 you need to review that e-mail correspondence.

7 A Okay.

8 Q It does not look to me like you were copied
9 on any of those messages, but I would like to confirm
10 that; you know, if there's a BCC that didn't show up
11 on, you know, the printed copies that we got or
12 anything like that. I just want to make sure that
13 that is correct and that you were not copied in any
14 way, shape, or form on any of this e-mail
15 correspondence.

16 A No. Not that I -- I don't see me being
17 copied on this.

18 Q And as you're sitting here right now
19 looking at this correspondence, do you recall, you
20 know, other than sitting here right now being
21 provided a copy of it before today?

22 A A copy of this?

23 Q Correct.

24 A No. I don't recall.

25 Q And, you know, Lorraine never forwarded you

1 any of the e-mails that are in the body of, you know,
2 the messages that are contained in Exhibit 37?

3 A From Linda, from Heidi, from Gizela
4 (inaudible).

5 THE REPORTER: Keep your voice up or just
6 think to yourself cause I'm having a hard time
7 hearing you.

8 THE WITNESS: Oh, I'm sorry. I'm just
9 reading.

10 No. She didn't -- Lorraine didn't forward
11 me anything.

12 Q (By Mr. Dowling) Yeah. Just wanted to make
13 sure.

14 And walk me through, you know, the -- at
15 what point during the lease negotiations did the, you
16 know, insurance procurement process start? And how
17 did you go about communicating to Lorraine what you
18 needed given the lease negotiations?

19 A Once we received the initial license which
20 was separate from the lease that became a part of the
21 lease --

22 Q Right.

23 A -- we -- I gave it to Lorraine and she
24 looked. And I told her we need to have -- you know,
25 we need to get insurance. And within the body of the

1 contract was the requirement for the insurance and
2 she sent it over to Gizela Evans. Gizela Evans maybe
3 called her and -- for some type of verification
4 maybe.

5 MR. FORESTNER: Don't, don't speculate.

6 Just --

7 THE WITNESS: Okay. So I was kind of out
8 of it. I was being copied on, you know, the
9 communication. So Gizela added it, added the
10 property as an additional location, and --

11 Q (By Mr. Dowling) Go ahead. I'm sorry.

12 A Go ahead.

13 Q You can finish.

14 A To that regard, there were -- there was
15 immediate looping in of EPR, their counsel stating
16 that the required -- clarifying the requirements.
17 Gizela stated that she wanted to know why was the
18 additional buildings needing to be added, needing to
19 be insured. The EPR landlord counsel stated that
20 this was a true triple net lease and that Braddy Prep
21 was responsible for the entire campus and went ahead
22 to explain the requirements. And Gizela responded
23 and said that makes sense. And after that, there was
24 some additional back and forth. And at the end,
25 Gizela sent over the binder or certificate of

1 insurance to EPR and to Braddy Prep.

2 Q And you said in there that you were getting
3 copied on the correspondence?

4 A Yes.

5 Q What, what correspondence were you being
6 copied on?

7 A What I've just stated, that was a rundown
8 of the e-mails that was going back and forth between
9 landlord and Gizela. Gizela wanted clarity for the
10 additional buildings that were not currently going to
11 be occupied, and the landlord explaining to Gizela
12 that this was a true triple net lease, and that
13 Braddy Prep was required to hold -- list them as a
14 hold -- list the landlord as a hold for the entire
15 campus. And Gizela responded via e-mail and said
16 that makes sense. And then we received a copy of the
17 certificate of insurance and it was also forwarded to
18 EPR.

19 Q Yeah. Well, and my question is when you
20 said you were copied, I'm curious, like, specifically
21 which e-mails and correspondence you were copied on.
22 We just went through Exhibit 37. You said you didn't
23 receive any of those e-mails at any point, were never
24 forwarded any copy, so I'm --

25 MR. FORESTNER: Or did you review this

1 later? That's what he's asking.

2 THE WITNESS: This, this -- okay. So I was
3 never forwarded this e-mail. This e-mail is the
4 latter part of after everything happened. Of
5 course, the e-mail is dated April 2nd, so this
6 is when everything began to kick off relative to
7 questions and...

8 Q (By Mr. Dowling) Right.

9 And my question then to you is
10 contemporaneously, you know, on, on April 2nd, you
11 know, were you being copied on or otherwise looped
12 into this ongoing dialogue with Lorraine, Gizela, the
13 folks at EPR?

14 A Not on April 2nd.

15 Q At what point were you looped in?

16 A I don't, I don't know the date, but it's in
17 the record a copy of the e-mail thread. It was, it
18 was very much so, you know, close, you know, from the
19 date of...

20 Q I'm going to hand you what we've previously
21 marked as Exhibit 11. And, again, go ahead and take
22 your time looking back through that. And, you know,
23 this is more of that correspondence from that same
24 time period.

25 A Mm-hmm. Same day.

1 Q I have not seen, you know, your e-mail
2 address or you copied in any way, shape, or form on
3 those. And so, again, I'm just trying to get
4 clarity, you know.

5 A It's the same date, April 2nd.

6 Q Right.

7 A I wasn't looped in on April 2nd.

8 Q And that's what I'm trying to figure out.

9 A Right.

10 Q You know, during the whole time that the
11 insurance procurement process was, was happening, I
12 haven't seen any correspondence where you were
13 copied. And I'm just trying to make sure that that
14 is the universe that we're in and that everything
15 with Braddy Prep procuring insurance, dialoguing with
16 Powers-Leavitt and the landlord is limited to those
17 folks that we can see physically copied on the
18 e-mails that we have all been provided and are in the
19 record.

20 A For this date, April 2nd?

21 Q For all of the, the insurance
22 correspondence.

23 I mean, if you -- you know, do you remember
24 being looped into that dialogue --

25 A Yes.

1 Q -- at some point?

2 Do you remember when you were looped into
3 that dialogue?

4 A I'd have to look at the, the exhibits.

5 Q I'll represent to you, and I think
6 everybody else at the table will represent to you,
7 that we haven't seen anything where you were looped
8 into that dialogue. So if you, if you were, we'd
9 certainly ask that you go back and, you know,
10 quadruple check your e-mail to see and provide to us
11 when that happened.

12 A I wasn't a part of April 2nd --

13 Q Okay.

14 A -- dialogue and, and any other maybe thread
15 from this same original thread. Cause this was my
16 directive to Lorraine to reach out to Powers-Leavitt
17 so that we can add the insurance for this location.

18 Q This one you've just been handed, Exhibit
19 13, again, I'm just -- you know, haven't seen you
20 copied on any of those. Just want clarity that you
21 did not get somehow blind carbon copied or otherwise
22 forwarded copies of this correspondence at the time
23 that it was happening.

24 MR. FORESTNER: Okay. That's on the 27th.

25 Here's Exhibit 40 from the same date.

1 Q (By Mr. Dowling) Yeah. And the same
2 questions. Please take your time and review all of the
3 e-mail threads in this exhibit. And, again, if there
4 are any of these that you were somehow BCC'd on or
5 otherwise provided a copy of at the time that it was
6 happening, please let us know or confirm that you
7 weren't.

8 A Okay.

9 Q So were you contemporaneously copied on any
10 of the e-mails in -- I'm sorry, Dave. Which exhibit
11 is he on right now?

12 MR. FORESTNER: He's on 40.

13 Q (By Mr. Dowling) Yeah.

14 Were you contemporaneously copied or
15 otherwise provided a copy of any of the
16 correspondence in Exhibit 40 contemporaneously --

17 A I mean, I was provided a copy of, of the
18 communication.

19 Q When and how? And to help clarify, I mean,
20 I'm talking about, you know, at the time these
21 e-mails are going around; you know, Friday,
22 April 27th, 2018; you know, April 2nd, 2018. The
23 dates and times that are captured in the two from
24 CC'd portions of those messages, I'm just trying
25 to --

1 A Okay.

2 Q -- clarify if you were at that point in
3 time involved --

4 A Yeah.

5 Q -- or copied on these messages?

6 A I can't, I can't speak to that, you know.
7 If you're asking me if I was notified at 6:25 on
8 April 27th of this actual e-mail, I don't, don't
9 know.

10 Q Were you notified within 24 hours of that
11 e-mail about the substance of the correspondence?

12 A I don't, I don't recall. Not that I
13 recall.

14 MR. FORESTNER: You want him to have 16
15 now?

16 MR. DOWLING: Yes, please.

17 MR. FORESTNER: He's done looking at it.

18 Q (By Mr. Dowling) Okay. And, Dr. Braddy,
19 same, same questions.

20 You know, contemporaneously, in close
21 proximity in time with these e-mails being sent and
22 exchanged, were you provided copies or otherwise that
23 involved the substance of the dialogue?

24 A I mean, I was, was aware of what was going
25 on, but when, when this particular e-mail was sent

1 out, I can't -- I don't recall being notified. I
2 didn't -- you know, that wasn't required.

3 Q During, during this period from late March
4 until late April of 2018 when you delegated obtaining
5 insurance coverage for the East Point campus to
6 Lorraine Brooks, did you have any substantive
7 conversations with her about how the insurance
8 procurement process was going?

9 A Not that I recall. It's, it's -- it was
10 normal carryout that if, you know, I asked Lorraine
11 to provide -- get insurance or add -- in this case,
12 you know, it was adding an additional location,
13 that's...

14 Q When you, when you instructed her to get
15 the coverage for the additional location, did you
16 tell her what your plans were for the property?

17 A Not -- I don't, I don't think I actually
18 sat and said it's going to be, you know, a
19 therapeutic boarding school. You know, that's not
20 how we -- I give her the directive. I give her the
21 official contract. She's very competent. She reads
22 it and she gets exactly what's required for the
23 insurance.

24 Q So she handles the administrative
25 component, but you didn't have substantive

1 conversations with her about the plans or development
2 of the East Point campus; is that fair?

3 A I don't recall having a substantive
4 conversation with her.

5 Q At the time when or shortly before you
6 instructed Lorraine to get insurance coverage for the
7 new location at the East Point campus, did you tell
8 her that it had been vacant for some time?

9 A I don't, don't remember.

10 Q Did you talk to her at all substantively
11 about the development plans that you had for the East
12 Point campus?

13 A No. Typically, I don't discuss the
14 development. Lorraine is competent. She would, she
15 would read a contract and just follow through and
16 reaching out and giving Gizela, Gizela Evans, which
17 in this case was Braddy Prep, the -- Powers-Leavitt
18 knows Braddy Prep is a school and that this would be
19 Braddy Prep.

20 Q Was, was Ms. Brooks ever informed that some
21 of the buildings on the East Point campus were not
22 going to be immediately used by Braddy Prep?

23 A Yes.

24 Q Do you recall which buildings she was told
25 were not going to be immediately used by Braddy Prep?

1 A All of the buildings except for the gym,
2 old main/administration, the library.

3 Q So when she was interacting with Gizela
4 Evans and the landlord, Lorraine knew that those
5 buildings were not going to be occupied and used by
6 Braddy Prep immediately?

7 A I, I can't -- I don't know if she knew or
8 did not or was unaware of that. You know, I knew
9 that what -- from what I shared with her was the
10 buildings that I just gave you, those were going to
11 be the immediate phase of our renovations and usage
12 as Braddy Prep and that we are in the process of
13 renovating. We will be renovating the entire campus.

14 But to let Gizela know that the, the
15 buildings that we need immediately, which was in
16 April, were those buildings that I just listed,
17 which, which would be, in essence, four buildings,
18 but -- it's really three buildings, but an
19 additional. One building has two addresses. And
20 that was the library; the admin, which is old main;
21 and the gymnasium. And that is what we needed for
22 April, beginning of April, while we continued to do
23 due diligence and also negotiate with the current at
24 the time owner of Point campus.

25 Q During, during that period, late March

1 until late April or early May of 2018, did you
2 personally ever communicate any of that information
3 to anyone at Powers-Leavitt Insurance Agency?

4 A I don't, I don't remember.

5 Q We don't --

6 A Yeah.

7 Q You don't have --

8 A Maybe Lorraine. I don't, I don't, I
9 don't...

10 Q Well, have you personally communicated any
11 of that to Powers-Leavitt?

12 A I don't recall. You know, however, I do
13 recall Lorraine following up with me saying, hey, we
14 have the insurance for -- she would still always
15 follow up to confirm, okay, we have the certificate,
16 you know, for the 30 days and it's been sent to, you
17 know, EPR. And that's all I'd need from Lorraine.

18 Q And how would she communicate that to you?

19 A She'll call or -- yeah.

20 Q Typically a phone call; not a forwarded
21 e-mail?

22 A No. She -- it's typically a phone call.
23 Or if I need her to forward it to me, then I'll say
24 just forward me that e-mail. But typically I, I
25 don't because I don't like the e-mails to be flooded.

1 And I kind of -- that's her area. It's her, you
2 know, department. And she just makes sure that it's,
3 it's done.

4 Q Did anyone else at Braddy Prep other than
5 Lorraine have any involvement whatsoever in obtaining
6 insurance for the East Point campus?

7 A No.

8 Q Okay. So that was delegated completely to
9 Lorraine?

10 A Yes.

11 MR. DOWLING: Have we gone through all the
12 documents that I handed you?

13 MR. FORESTNER: We've gone through
14 everything you handed me.

15 Q (By Mr. Dowling) This is Exhibit 18. Again,
16 just like we did before, I just want to make sure that
17 you weren't copied or otherwise contemporaneously
18 forwarded, you know, any of the messages that are
19 contained in Exhibit 18.

20 A I'm familiar with, with, with, like, the --
21 all of this communication, the leases being
22 negotiated between Braddy Prep. That's true triple
23 net lease, as I stated in the beginning.

24 Q Well, and I'm just curious --

25 A I'm familiar with every single one of

1 these. I don't know if they were forwarded to me
2 during this process. Maybe, maybe during discovery
3 that all of these, you know, were presented to me
4 because the, the actual e-mail I'm very familiar
5 with. And the thread and the way it went from
6 beginning to end, I'm very familiar with.

7 Q At the time of the negotiations, though.
8 You know, not sitting here with hindsight and having
9 reviewed stuff to get ready for depositions and, you
10 know, rehashing it as part of your life. My question
11 is just limited to that, to that point in time.

12 A I believe it was at the time. This exhibit
13 that you just presented to me, this was, this was at
14 the time.

15 Q How was the -- are you looking at 18 right
16 now?

17 A Yes.

18 Q How was that presented to you at the time?

19 A I guess maybe -- I don't know. I mean, it
20 was, it was -- it could have been forwarded to me.

21 Q At any point when you may have been
22 involved in the substantive discussions, did you see
23 anything that gave you pause in terms of how the
24 coverage was being procured so that you would
25 instruct Lorraine to change what was happening or

1 that you would reach out to Powers-Leavitt on your
2 own?

3 A No, not at all, because Powers-Leavitt made
4 it clear that they understood by saying, you know,
5 that makes sense. And the clear up of the, the
6 entire campus, that was on April 30th at 7:12 from
7 corporate counsel of EPR informing Powers-Leavitt
8 that the lease was negotiated between Braddy Prep and
9 ECS is a true triple net and that we would be leasing
10 the entire property and has the contractual
11 obligation to carry property insurance.

12 And, of course, the response from
13 Powers-Leavitt was: That makes sense. I have listed
14 the properties, but some of the addresses are missing
15 on the attached along with building values. Please
16 send me a copy of the triple net lease so I may send
17 to the carrier for, for their file.

18 And, of course, it continued and they
19 submitted the information that she requested, so I
20 did not see any -- this is how Powers-Leavitt has
21 operated in the past with, with Braddy Prep, you
22 know.

23 Q If you can go back to Exhibit 37. And this
24 is earlier. This is beginning of these conversations
25 on April 2nd. If you go to the third page, it has a

1 PL 46 down at the bottom.

2 A Mm-hmm.

3 MR. WILDES: What exhibit are you on?

4 MR. DOWLING: 37. 37, third page, PL 46.

5 Q (By Mr. Dowling) See at the top: Please
6 advise the address the insured is occupying; year
7 built, construction type.

8 Do you see that?

9 A You said the third page?

10 Q Yes. It has a PL 46 at the very bottom,
11 right?

12 A Mm-hmm. I see.

13 Q Heidi, please provide the address of the
14 manager landlord so the policy can be endorsed. In
15 addition, please provide the address the insured is
16 occupying with the year built, construction type, et
17 cetera?

18 A Yes.

19 Q And so that's the predicate for these
20 dialogues we're talking about in Exhibit 18. And you
21 can see on the front page of Exhibit 37 that the
22 addresses that are provided are for all of the
23 buildings on the campus save maybe a couple that were
24 obviously amended. All right?

25 So those are the addresses?

1 MR. FORESTNER: I'm trying to find it.

2 THE WITNESS: Oh.

3 MR. FORESTNER: I got it.

4 THE WITNESS: Is that Exhibit 18?

5 MR. DOWLING: Well, you were --

6 MR. FORESTNER: We're on 37.

7 MR. DOWLING: We're on 37.

8 THE WITNESS: 37. Okay. So you're
9 saying --

10 Q (By Mr. Dowling) Right.

11 A I'm sorry.

12 Q Yeah. No, no.

13 On, on page 3 of Exhibit 37 --

14 A Yes.

15 Q -- Gizela asked for the addresses that the
16 insured Braddy Prep would be occupying?

17 A Mm-hmm.

18 Q And then if you go to the front page of 37,
19 she's provided this list of multiple buildings.

20 MR. FORESTNER: What's the question?

21 THE WITNESS: Okay.

22 Q (By Mr. Dowling) Right.

23 And so this was the list that was provided
24 to Gizela of the buildings that the insured Braddy
25 Prep was going to be occupying, right?

1 MR. FORESTNER: Objection to the form of
2 the question.

3 Q (By Mr. Dowling) You can answer.

4 A This is the list of the buildings that
5 Braddy Prep would be occupying. I'm sorry. One
6 minute.

7 Okay. I'm sorry, counsel.

8 Q That's all right. You were saying that you
9 were getting this correspondence contemporaneously.

10 At any point did you step in to say: Hey,
11 wait a second, we're not going to be occupying some
12 of these buildings. We're just going to be using the
13 gym, the library, and the admin building?

14 A No, because that was already stated. We
15 were, we were not going to be occupying all of these
16 buildings. However, we were going to be renovating
17 these buildings and we were going to have total
18 control over these buildings within this -- within
19 that 30-day licensure period. And so, thus, we
20 needed to have insurance on all of these buildings.

21 So I didn't, I didn't see any issue toward
22 the latter part of April that was explained via the
23 communication throughout the e-mail where once we
24 needed to solidify the lease, the true -- the lease
25 beginning May 1st, that's when Gizela asked about the

1 actual reason that she would have to insure all of
2 the properties, all of the buildings, and not just
3 the three buildings which she knew that we -- in
4 April that we were going to be occupying.

5 So that's the latter part of April Gizela
6 said -- stated via e-mail. Okay. Now, why do we
7 need to carry all of these buildings into this May
8 lease? And they then explained this is a true triple
9 net lease. And that's when Powers-Leavitt said, that
10 makes sense.

11 Q After being provided this list on the front
12 of 37 of all the buildings that it was represented
13 Braddy Prep was going to be occupying?

14 MR. FORESTNER: Objection to the form of
15 the question.

16 THE WITNESS: When you say -- you're saying
17 that -- we, we were responsible for every single
18 building on this campus when we received that
19 license for 30 days.

20 Q (By Mr. Dowling) Okay.

21 A That is what was required. Powers-Leavitt
22 received a copy of the license. And Powers-Leavitt
23 read through it and they understood what we were
24 responsible for. Even within that license it stated
25 what we would actually have access to relative to

1 occupy and relative to securing and due diligence.
2 However, in giving us the possession of the property
3 via the license, we were responsible for the
4 insurance of this entire campus. And Powers-Leavitt
5 understood that.

6 Powers-Leavitt understood that we were only
7 going to be occupying three buildings; however, we
8 were responsible for all of the buildings while we
9 went through this process of due diligence. Finally,
10 once we agreed to the contract and we agreed to our,
11 our phases and how we were going to work, we entered
12 into the lease toward the latter part of April in
13 which this insurance coverage was only for 30 days.
14 And we needed to expand to the true lease, which was
15 May.

16 And so Gizela reached back out -- because I
17 believe that this lease had an end -- this, this
18 certificate had an end date. She reached back out to
19 further clarify that in this true lease for May, why
20 do we have to -- why would Powers-Leavitt have to
21 insure -- or Braddy Prep has to have insurance for
22 the entire campus when we're only utilizing the
23 three? Once counsel for the landlord explained to
24 Powers-Leavitt, Gizela, she then said that makes
25 sense.

1 Q I appreciate it. I'm going to object to
2 the responsiveness of the answer to the extent you're
3 talking about what Powers-Leavitt or Gizela knew, but
4 I appreciate that. Thank you.

5 Did you rely on Lorraine Brooks to, to
6 handle the insurance side of this part of the lease
7 and license transaction for you?

8 A Yes. I, I relied on Lorraine Brooks on my
9 end to, to do so.

10 Q Did you ever -- were you ever during,
11 during this period -- late March, April, early May --
12 were you personally ever involved in a conference
13 call with Gizela Evans, Lorraine, and any
14 representatives from the landlord?

15 A I don't, I don't recall. I don't, I don't
16 recall.

17 Q Did Lorraine ever tell you about any
18 conference calls that she had with Gizela or the
19 landlord?

20 A I would -- I don't recall.

21 MR. DOWLING: What exhibit are we up to?
22 This is going to be new.

23 THE REPORTER: 125.

24 Q (By Mr. Dowling) Dr. Braddy, take your time
25 and read through this. I represent to you that this is

1 Braddy Prep's responses and objections to
2 Powers-Leavitt's interrogatories. These were written
3 questions that through counsel Powers-Leavitt submitted
4 to you; provided answers to your counsel which are
5 memorialized here. If you would just go ahead and read
6 through, read through these. I'd certainly appreciate
7 it if you would highlight anything that stands out as
8 improper.

9 (Whereupon, the court reporter
10 marked Plaintiff's Exhibit No. [125](#)
11 for identification.)

12 MR. FORESTNER: Object to the form of the
13 question.

14 You can keep reading that. I'm going to
15 step out.

16 (Whereupon, a brief recess was taken.)

17 Q (By Mr. Dowling) Have you had a chance to
18 read through that?

19 A Yes.

20 Q And you see, right, like the very last
21 page -- or, I guess, maybe the last two pages there's
22 a verification.

23 Is that your signature on the very last
24 page?

25 A Yes.

1 Q And are all the statements and responses to
2 these interrogatories true and correct?

3 A Yes.

4 MR. DOWLING: I don't have any other
5 questions right now. Thank you very much.

6 MR. WILDES: Can I go to the restroom
7 before --

8 MR. FORESTNER: Sure.

9 MR. WILDES: -- I start doing follow-ups?
10 (Whereupon, a brief recess was taken.)

11 RE CROSS-EXAMINATION

12 BY Mr. Wildes:

13 Q So, Dr. Braddy, you said earlier that you
14 did have -- are we back on the record?

15 THE REPORTER: Yes.

16 Q (By Mr. Wildes) You said earlier that you did
17 have a certificate of occupancy.

18 Was that only to one address, one building?
19 What did the -- what was it a certificate of
20 occupancy of?

21 A The certificate of occupancy was for the
22 gym.

23 Q Okay. That was the only building that it
24 applied to --

25 A Right.

1 Q -- as far as you know?

2 A And that certificate of occupancy was in --
3 it was in use when we took over.

4 Q Had, had, had Fulton Leadership --

5 A Right.

6 Q -- Academy been using --

7 A Yes.

8 Q -- the gym when you all took over?

9 A Sure. Yes.

10 Q So they had a certificate of occupancy
11 previous to your lease or license --

12 A Yes.

13 Q -- of the property?

14 And did you ever obtain a certificate of
15 occupancy on any other building on the property?
16 Braddy Prep.

17 A No. No. I applied.

18 Q And do you know the status of that
19 application?

20 A Well, we were in the process of obtaining
21 the certificate of occupancy for the various
22 buildings.

23 Q Has your application been denied?

24 A No.

25 Q Okay.

1 A No.

2 Q Is it pending?

3 A It's -- the application is -- the
4 application required additional updates and/or
5 renovations to be completed, so the application
6 process started and we received various inspections.
7 And, again, the fire reports, all those things, those
8 are the things that were required to be submitted for
9 the CO.

10 Q But as far as the status of your
11 application, is it fair to say it's pending? It
12 hasn't been denied, but it hasn't been granted; your,
13 your certificate?

14 A We have not received a denial -- a letter
15 of denial from the City of East Point.

16 Q Okay. I don't know if you have the police
17 report handy. I can't really recall off the top of
18 my head what exhibit this was, but it's the -- should
19 be the only exhibit in the record that is a police
20 report.

21 MR. DOWLING: There you go. 122.

22 MR. WILDES: 122.

23 Q (By Mr. Wildes) Okay. If you want to flip
24 over to the back of the exhibit, just one question.
25 2640 Family House, in my notes I wasn't able to, to

1 locate a building with that, with that address or that
2 nickname, if you will.

3 Can you, can you explain to me what that
4 building is?

5 A I don't -- it -- I'll have to get back with
6 you and let you know what, what that is.

7 Q That's fine.

8 A What house that is.

9 Q The president's house, we spoke about that
10 briefly at the beginning of your deposition.

11 A Mm-hmm.

12 Q What was the condition of the president's
13 house when you -- when Braddy Prep licensed the
14 property in April of 2018? I believe that would have
15 been included in you and Ms. Chapman's inspection of
16 the property.

17 MR. FORESTNER: My fault. I told him to
18 take a bite.

19 THE WITNESS: I'm sorry.

20 MR. FORESTNER: He was getting a little --

21 Q (By Mr. Wildes) Take your time. I was just
22 trying to get my question out before I forgot it.

23 A The, the house was -- utilities were on:
24 Lights, water. The -- it needed to be painted.
25 However, outside of that, that I recall, it was a

1 pretty nice small home that, that was actually in,
2 in -- that was operable. And the only thing that it
3 needed was cosmetics.

4 Q Are you aware of the last time that
5 somebody actually lived in the president's house?

6 A No.

7 Q Was there any signs of vandalism in the
8 president's house when you and Lorraine -- not
9 Lorraine, but you and Ms. Chapman looked at it in
10 April 2018?

11 A No.

12 Q Okay. No graffiti on the walls or anything
13 like that?

14 A It could have -- it possibly could have had
15 some graffiti on the wall, but I don't -- I wasn't, I
16 wasn't so focused on graffiti because our plans were
17 to paint anyway and to recarpet, you know. So the
18 house was a brick house, so --

19 Q Any signs of forced entry, broken windows;
20 anything like that?

21 A No.

22 Q When you first -- let me, let me start off
23 by asking this. Matt asked you a question related to
24 your inspection of the property with Ms. Chapman
25 pre-lease and license.

1 And you said that you had -- before you
2 leased or licensed the property you had actually
3 inspected the property several times; just not, just
4 not that once --

5 A Sure.

6 Q -- around April, correct?

7 A Sure.

8 Q Okay. During any of your inspections of
9 the property, did you, did you ever see anything that
10 looked like maybe the owner before you or the lessee
11 before you was doing any type of projects on the
12 property whether that be small-scale renovations or
13 anything bigger?

14 A Not that I recall.

15 Q Are you aware of whether Highmark did any
16 renovations or construction at the East Point campus?

17 A I was made aware that they actually worked
18 on the gymnasium.

19 Q Do you know what they did specifically?

20 A The -- no, not specifically, but --

21 Q Generally?

22 A Generally, I would say they, they brought
23 it up to par in order for to meet the standards of
24 acquiring a certificate of occupancy.

25 Q Okay. And do you know what that entailed,

1 or you just generally know that that was their final
2 goal --

3 A Right.

4 Q -- to get a certificate of occupancy?

5 A That was their final goal.

6 Q Okay. Are you aware of any construction,
7 renovation, improvements, anything like that done by
8 Highmark other than that involving the gym?

9 A No.

10 Q Are you aware whether Point University had
11 any ongoing construction projects when they moved out
12 of the property and when Highmark took possession of
13 the property?

14 A No. Not that I'm aware of.

15 Q The, the e-mail that you received from
16 Donna that we talked about earlier in your deposition
17 in which she notified you that Great American was not
18 going to inspect your, your two claims that happened
19 after the August 2nd claim, do you know when about
20 she sent you that e-mail, or when you received that
21 e-mail?

22 A As soon as I, you know, sent out -- I guess
23 as soon as she was notified. It wasn't -- it didn't
24 take a long time for her to, to respond. I don't
25 know exactly when, but it wasn't like a long time

1 before a response back to say that we're, you know,
2 we're not acknowledging anything; you know, we're in
3 litigation right now.

4 Q Okay. And this -- just to clarify, this
5 would have been after the series of e-mails that we
6 discussed where the independent adjuster actually
7 tried to go out to the East Point campus and inspect
8 the vandalism, but there was some scheduling --

9 MR. FORESTNER: I'll object to the form of
10 the question.

11 Q (By Mr. Wildes) -- but there was some
12 scheduling issues between the adjuster and Russ Hart?
13 Cause based on those e-mails, that occurred shortly
14 after Braddy Prep reported the claim.

15 So my question to you is when, when was
16 this later e-mail from Donna then refusing to do
17 anything related to your vandalism claim and tree
18 claim?

19 A I, I think it was before. I, I don't
20 recall. I think it was before. I know that Ty, the
21 Great American adjuster, independent adjuster, wasn't
22 available when Braddy Prep's public adjuster Mr. Hart
23 wanted to schedule something; a visit so that they
24 could actually go through the property and, and
25 inspect the property. And both their schedules were

1 conflicting. So to that regard, I don't know when --
2 where that plays into the timing of when Donna from
3 Great American stated that we're in litigation and
4 we're going to wait to, you know, to the end to see
5 if you're even covered for us to even, for us to even
6 process your claim.

7 Q Okay. Was that an e-mail directly to you,
8 or was it to Russ, or maybe to one of your other
9 attorneys and you were copied on it; do you recall?
10 Cause I'll represent to you I haven't seen an e-mail
11 to that effect.

12 A It should be in the, it should be in the
13 exhibits.

14 Q Okay. But do you know if the e-mail was
15 sent directly to you, or whether you were just copied
16 on the e-mail, or maybe you were not copied in any
17 way on the e-mail and a copy of the e-mail was
18 forwarded to you, or it was actually a letter?

19 A It -- I would have to -- I don't want to
20 speculate.

21 Q Okay.

22 A But I did receive -- Braddy Prep did
23 receive that communication from Great American,
24 Donna, stating that we are currently in litigation.
25 And, in essence, that would not be -- any, any claims

1 would not be, you know, adjusted.

2 Q Okay. I think this is maybe my last
3 question. Matt was asking you questions earlier
4 about whether you notified Great American that Braddy
5 Prep was actually not occupying all the buildings in
6 that list; they were actually only occupying three
7 buildings in that list. And you said that you didn't
8 because they understood that you were only occupying
9 three buildings.

10 A Right.

11 Q Okay. How, how, how did they understand
12 that?

13 A Lorraine informed them.

14 Q Informed who?

15 A Informed Powers-Leavitt.

16 Q Okay. How, how did she inform
17 Powers-Leavitt?

18 A When she called via phone.

19 Q Okay. When did that telephone call take
20 place?

21 A It took place on or around April the 1st or
22 2nd or...

23 Q And do you know whether anybody else was
24 involved in that call other than Lorraine and -- I
25 assume it was Gizela at Powers-Leavitt?

1 A Yeah. Gizela.

2 Q Was anybody else involved on that call?

3 A No.

4 Q Okay. Were you involved on that call?

5 A No. I, I informed Lorraine exactly what we
6 needed. And Gizela -- as a matter of fact, when we
7 called back afterwards, it was stated in the
8 deposition that Mr. Hart, Lorraine, myself, I guess,
9 or -- had a conference call with Gizela or something
10 like that along those lines. Gizela explained to me
11 that our application -- I wanted to know -- I wanted
12 a copy of our application because I was pulling
13 documentation that I needed to be able to submit.
14 And Gizela informed me that there is no application;
15 that our application process is done via phone and,
16 and it's simply by contacting her and she then will
17 add whatever she needs to add to the, the policy
18 or -- and that's done just via phone.

19 Q Okay.

20 A So I didn't get an application or
21 anything --

22 Q Okay.

23 A -- from, from Powers-Leavitt.

24 Q How did you learn about the conversation on
25 April 1st between Lorraine Brooks and Powers-Leavitt?

1 A Lorraine follows up with me and gives me,
2 you know, a report.

3 Q Okay. So she called you after she had this
4 conversation and told you what was talked about
5 during the conversation?

6 A She will give -- I'll -- it's more of kind
7 of an executive report where I will call and say,
8 hey, you know, Lorraine, how is everything going?
9 And just give me an update on all pending issues
10 relative to organization issues. And then she'll
11 just go down the list and say, you know, we have
12 reached out to Gizela. She's working on the, the
13 binder. And that was it. There was no questions
14 that Lorraine had posed to me from Gizela that would
15 suggest any type of communication that I would need
16 to have made or address. It was all clear.

17 Q Okay. How did the topic of what buildings
18 Braddy was to be occupying and what buildings they
19 weren't going to be occupying, how did that come up
20 in you and Lorraine's conversation after she talked
21 to Powers-Leavitt? Did you ask her specifically
22 about that?

23 A No. But I told her initially this is what
24 we, we need. We need this to be added.

25 Q What do you mean by "this"?

1 A This policy. We need, we need this
2 location to be added to our policy. These are the
3 requirements. I forwarded her the -- gave her the
4 licensure or license agreement. These are the
5 requirements. And within that agreement lists
6 exactly what Braddy Prep would be occupying and
7 working inside. And it list what we would not be, if
8 I'm not mistaken, utilizing, but what we would
9 actually be working via through our due diligence
10 process to get things done and get feasibility
11 analysis and certain things like that.

12 Q Okay. I'm still a little unclear.

13 So did she, did she tell you that she told
14 Powers-Leavitt what buildings that Braddy Prep would
15 be occupying and what buildings they wouldn't be
16 occupying, or are you just assuming that she told
17 them that because it was in the license and lease?

18 A No. She told me.

19 Q Okay.

20 A She told me.

21 Q And so then my question then was did you
22 ask her about that, or did she just come out and tell
23 you?

24 A No. I gave her a directive and, and it was
25 very clear, so she's -- she just went and she said we

1 have the certificate for the, the buildings; the
2 three, the three buildings that would be occupying,
3 and, also, the entire campus. But it's only for 30
4 days, you know. She did, thinking back, state that
5 it's only 30 days because Lorraine did -- she doesn't
6 know exactly the entire plan.

7 And so -- and I said, okay, that's fine.
8 That's all we need is for 30 days to see exactly how
9 we're going to, you know, proceed. And so she read,
10 she read the license. She knew exactly what it was
11 for. She may not know the intricate pieces, but
12 that's not for her to know. Toward the latter part
13 of April, of course, she, she, you know, was in the
14 loop of exactly what was, was going on relative to
15 the true lease.

16 MR. WILDES: Okay. I don't think I have
17 anything else.

18 MR. DOWLING: Just a couple very quick
19 ones.

20 RE CROSS-EXAMINATION

21 BY Mr. Dowling:

22 Q Dr. Braddy, do any of your entities that
23 you're affiliated with -- we've run through them ad
24 nauseam in the course of these couple depositions --
25 still use Powers-Leavitt in any way as an insurance

1 agent?

2 A Yes.

3 Q Which, which entities?

4 A I'm trying to think because I -- we
5 received a -- an e-mail from another insurance agent
6 due to the fact that Powers-Leavitt wanted to
7 transfer our business to another insurance, insurance
8 company/agent.

9 Q Do you remember when you got that letter?

10 A We got the letter maybe -- I'm thinking
11 maybe 90 -- less than -- maybe 90 days ago.

12 Q All right. Do you know if that -- has that
13 transfer gone through, like --

14 A I mean, we, we been -- due to the pandemic
15 and all that's been going on, we -- we're looking
16 because we, we been using Powers-Leavitt for years.
17 So, so we're, we're looking: Education System
18 Management, National Placement Corp, Braddy Prep. So
19 we just -- we're, we're looking at figuring out how
20 to transition all of our various policies from
21 Powers-Leavitt to another agency, which is kind of
22 not good cause it puts us in a position where we have
23 to, where we have to get copies of every single
24 policy and then we have to begin to, I believe, shop
25 around to where we can have really a one-stop shop

1 who could become familiar with the logistics in what
2 we do.

3 Q Sounds like a job for Lorraine.

4 A Yes, it does. She's -- and she is on it.

5 Q And for Braddy Prep, the entity, do you
6 know how long Braddy Prep itself had been insured by
7 Great American policy? Not necessarily this one
8 specifically, but, you know, going back historically.

9 A I don't know, I don't know how long. I do
10 know that Powers-Leavitt has been -- they've been
11 providing services for us since maybe two thousand
12 and -- probably over 15 years.

13 Q Okay.

14 A They were -- was it Ocoma, Ocoma Insurance
15 Company? And then they were bought out and it became
16 Powers-Leavitt. They've done all of our work for us
17 since. We've never had any, you know, outside,
18 outside company that I know of.

19 Q No issues with Powers-Leavitt in terms of
20 being your, your agent for all those years?

21 A No.

22 Q Had you previously renewed any Great
23 American policy specifically for Braddy Prep?

24 A Great American refused to renew us.

25 Q Before, before everything happened at the

1 East Point campus.

2 A I think we renewed every year. I believe,
3 I believe we renewed every year. Gizela would --
4 Powers-Leavitt would take that -- actually, they
5 would take that lead to make sure that we were
6 insured and we had whatever; the policies in place.
7 That's what Powers-Leavitt would, would do, so --
8 relative to processing all that stuff. It's, it's
9 new to us.

10 Q In terms of during, during your annual
11 renewals, just walk me through what --

12 A Annual renewal?

13 Q Yes. Yeah. The annual renewal. Just kind
14 of walk me through what -- when I say "you," you
15 know, your personal involvement or what Braddy Prep
16 as an entity would have to do during the renewal
17 process.

18 A So during the renewal process it depends.
19 Braddy Prep, to my knowledge, has only had within its
20 history maybe one, two claims.

21 Q Okay.

22 A There's been, I believe, maybe one
23 workman's comp claim. So we only had the first claim
24 in 2017, and that was Hurricane -- Irma? Irma or
25 Harvey; one of them. And we needed to have an

1 emergency evacuation and so it led into, you know,
2 where we are now.

3 But -- so an annual would be a -- we'd get
4 a call from Gizela. And sometimes Gizela would send
5 out a pre-populated, or she may ask questions via
6 phone. So it's -- Powers-Leavitt, it's not like --
7 from my perspective, it's kind of uniform. It was
8 very pick up the phone just like this policy: Hey,
9 this is what we need. Okay.

10 It's what we were -- I was informed by
11 Gizela it's just a phone application. She has the
12 power to bind us and that's it. And so we'll get on
13 that in 12 months the, the cost of what we've just
14 picked up the phone and said this is what we need.
15 So that's, that's how Powers-Leavitt has worked.

16 Now, there are some applications -- but I
17 don't see those applications. Lorraine sees those
18 applications -- where it may ask if you've received
19 any losses. And that's probably, you know, relative
20 to workman's comp, you know, issues or audits or
21 certain things like that.

22 But annually there is no, that I recall,
23 there is no full brand-new application to say, hey,
24 your, your, your insurance policy ends on this date.
25 Fill out this application so that we can reapply, we

1 can shop for better insurance coverage. It's, it's
2 not -- that's not what Powers-Leavitt has presented
3 to, to our organization.

4 Q And the policy incident that we're here
5 about, not that one, in the past -- let's back up to
6 2017, 2016, you know, 2015.

7 At any point, you know, in those windows
8 when Braddy Prep was operating largely out of the
9 Moreland location, as I understand it --

10 A Mm-hmm.

11 Q -- during the middle of policy period did
12 you have to move locations and add buildings?

13 A Yes.

14 Q And did you have any issue with, with that
15 process at that time?

16 A No.

17 Q Something you were familiar with and pretty
18 straight through?

19 A Well, just say when Hurricane Harvey or
20 Irma, whichever one, and we had to evacuate, we
21 went -- in order to get -- it's the middle of the
22 school year. In order to get a policy -- in order to
23 get a lease, lease once the, the landlord would want
24 to see the lease -- I mean, would want to see a copy
25 of your insurance listing them as a holder.

1 So we had -- we'd just pick up the phone
2 and say this is Washington Road -- I believe someone
3 mentioned that in this deposition, Washington Road --
4 and we need this added as a location. That happened
5 to be a location; however, we decided not to pursue
6 that lease. We had, we had -- we received -- we were
7 able to get a better lease that was closer to
8 Moreland Avenue with the school district.

9 But to, to share with you, that's how easy
10 or -- I don't know if it's -- "easy" is the right
11 term, but that is how liberal it has been. We don't
12 know any other way relative to dealing with
13 Powers-Leavitt. It was explained to us, to me
14 personally by Gizela, you just pick up the phone and
15 you just tell -- give me the location and the square
16 footage and I can add it as a location as long as
17 it's within the period of the policy. And it just --
18 it -- there's no signature required; that I
19 immediately go in and bind and she shoots out the
20 certificate, Great American.

21 Q Okay.

22 A Okay? So --

23 Q No. That makes sense. Let me -- so for
24 this one, the policy that we're here talking about,
25 litigating for --

1 A Sure.

2 Q -- many months now --

3 A Mm-hmm.

4 Q -- did you -- you yourself, Dr. Braddy --
5 read that insurance policy --

6 A Yes.

7 Q -- when you got it?

8 A I did.

9 Q The whole thing?

10 A Yes. Which is quite a difficult read, but
11 I did.

12 MR. DOWLING: I don't have anymore
13 questions. Thank you.

14 MR. WILDES: Okay. Just a couple more.
15 Sorry.

16 FURTHER RECROSS-EXAMINATION

17 BY Mr. Wildes:

18 Q So the, the other part of the campus that
19 wasn't -- that isn't owned by AUC, it's owned by
20 D-A-W, or DAW, correct?

21 A Mm-hmm.

22 Q Is Braddy Prep any further along in
23 deciding what they're going to do with that portion
24 of the campus?

25 A Braddy Prep, Braddy Prep has no --

1 Q Well, sorry. I'll reask that.

2 Has DAW decided what they're going to do
3 with that portion of the campus?

4 A No.

5 Q Is it going to be used for Braddy Prep in
6 any way?

7 A Right now it's everything is based on
8 conceptualization and the changes that we've
9 encountered. We're, we're right now in litigation
10 for two years plus, I feel, you know, and Braddy Prep
11 is -- every day is being, you know, hindered. And so
12 at some point Braddy Prep will probably have to do --
13 because of this litigation, form its vision to, to
14 grow again --

15 Q Okay. But back --

16 A -- in lieu of, you know, just utilizing an
17 entire campus because of where we are. We have to
18 now figure out exactly what, what we're going to do
19 and, and how we're going to move forward relative to
20 our expansion.

21 Q Okay. But back to my question.

22 Does Braddy Prep have any plans to use that
23 portion of the campus for anything at this point?

24 A No. As I stated, we have to develop a --

25 Q A "no" is good.

1 A -- plan to be able to utilize that portion
2 of the campus now because we have been so under
3 duress and strain, so we have to be able to grow.
4 And so I know that that may not -- you're probably
5 wanting a yes-or-no answer to -- but I would have to
6 give you an answer of I don't know at this point
7 because of where we are with this ongoing litigation.

8 Q Okay. Makes sense.

9 The last question looking through my notes
10 here, it appears that you were going to look into
11 who -- what Braddy Prep was staffed for the, the
12 after-school program at the gym. You believed that
13 some Braddy Prep was staffed for that program in some
14 way and you agreed to look into it.

15 Did you find out if any Braddy Prep was
16 staffed for that after-school program? And, if so --

17 A The entire Braddy Prep staff would be
18 staffed for that after-school program. Braddy Prep
19 was slated to have at least 350 to 400 students on
20 that -- on the campus.

21 MR. FORESTNER: But that never, but that
22 never occurred?

23 THE WITNESS: Never occurred, so --

24 MR. FORESTNER: So there was no staff for
25 an after-school program?

1 THE WITNESS: No. But the staff that was
2 going to go was --

3 Q (By Mr. Wildes) Okay.

4 A -- there, there -- they could not. Braddy
5 Prep is still on Moreland Avenue.

6 MR. FORESTNER: Right.

7 THE WITNESS: So that staff would clearly
8 be a part of the after-school program. But,
9 however, it's -- the trajectory has changed.

10 Q (By Mr. Wildes) So just to clarify, I'm only
11 asking about an actual after-school program that
12 actually happened. And if this helps jog your memory,
13 Mike asked you during your -- the first part of your
14 deposition whether Braddy Prep conducted any programs
15 in the after-school program. And you said, it was
16 academic enrichment. And Mike asked, what does that
17 mean? You said, tutorial, math, science, English, and
18 social studies. And you said that it lasted for two to
19 three weeks and that it occurred from 3 to 6. And Mike
20 asked you who was staffed from Braddy Prep in that
21 program. And you said that you would check on that.

22 A Okay.

23 Q So my question to you is did you check on
24 that? And if you did, what did you find out?

25 A If it was staffed, it would have been the

1 staff of Braddy Prep.

2 Q Okay. But are you unaware whether it was
3 staffed or not? That seems -- it seems like you kind
4 of are.

5 A If it was -- no. I'm not -- if it was
6 staffed, it was staffed by Braddy Prep staff.

7 Q Okay.

8 A It wasn't staffed by any others.

9 Q Okay. But you're unsure whether it was
10 staffed or not? Cause you're saying if it was
11 staffed, like there's a possibility that it wasn't.

12 A No. It was staffed by Braddy Prep.

13 Q Okay. So it was --

14 MR. FORESTNER: Was the staff at Braddy
15 Prep on Moreland Avenue, or was it at the gym?

16 THE WITNESS: It depends on when.

17 Q (By Mr. Wildes) After you leased the East
18 Point campus.

19 A We were still, we were still on Moreland
20 Avenue.

21 Q Okay. So was an after-school program ever
22 conducted at East Point campus?

23 A Yes. We had -- it, it was, it was a -- it
24 was summer. It was a summer camp program.

25 Q Okay. So it wasn't an after-school

1 program; it was a summer camp program?

2 A Right.

3 Q Okay. And was -- were employees or agents
4 from Braddy Prep staffed at that summer program?

5 A Yes.

6 Q Okay. Who specifically was staffing it?

7 A Should be on the -- that's what I'll have
8 to get.

9 MR. FORESTNER: Okay.

10 Q (By Mr. Wildes) So you're still unaware about
11 staff?

12 A Yeah. I would have to -- I don't want to
13 give you any information that's not -- that's, that's
14 incorrect. I'm even concerned about the after-school
15 program. I have to go back and, and see exactly what
16 was stated and -- because of the time frame and a
17 time lapse of everything that, you know, that's
18 happened between my last deposition to date, I need
19 to be able to speak to that.

20 MR. FORESTNER: We'll look into it.

21 MR. WILDES: Okay.

22 THE WITNESS: So...

23 MR. WILDES: I think that's all I got.

24 RECROSS-EXAMINATION

25 BY Mr. Dowling:

1 Q Gregory Bryant with Guyco.

2 A Mm-hmm.

3 Q Spell his name G-R-E-G-O-R-Y; Bryant,
4 B-R-Y-A-N-T?

5 A Yes.

6 MR. FORESTNER: And I think it maybe
7 G-U-Y-C-O; is that correct?

8 THE WITNESS: G-U-Y-C-O. Yes.

9 MR. WILDES: Oh, yeah.

10 MR. DOWLING: Thank you. That's all I
11 have.

12 THE WITNESS: It's in the --

13 MR. FORESTNER: He'll read and sign.

14 (Deposition concluded at 6:09 p.m.)
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E R R A T A P A G E

Pursuant to Rule 30(e) of the Federal Rules of Civil Procedure and/or Georgia Code Annotated 9-11-30(e), any changes in form or substance which you desire to make to your deposition testimony shall be entered upon the deposition with a statement of the reasons given for making them.

To assist you in making any such corrections, please use the form below. If supplemental or additional pages are necessary, please furnish same and attach them to this errata sheet.

I, the undersigned, DR. CARROLL HARRISON BRADDY, hereby certify under penalty of perjury that I have read the foregoing deposition and that said deposition is true and accurate, with the exception of the changes noted below, if any.

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17				
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20	Sworn to and subscribed before me			
21	_____ ,			
22	Notary Public, this _____ day of			
23	_____ , 2020.			
24	My commission expires: _____			
25				

DR. CARROLL HARRISON BRADDY


C E R T I F I C A T E

STATE OF GEORGIA:

COUNTY OF DEKALB:

I hereby certify that the foregoing transcript was taken down as stated in the caption, that the witness was first duly sworn, and the questions and answers thereto were reduced to typewriting under my direction; that the foregoing pages 1 through 164 represent a true, correct, and complete transcript of the evidence given upon said hearing, and I further certify that I am not of kin or counsel to the parties in the case; am not in the regular employ of counsel for any of said parties; nor am I in anywise interested in the result of said case. The witness did reserve the right to read and sign the transcript.

This, the 26th day of August, 2020.



LOUISE GRIFFITH, CCR-B-2121

Certified Court Reporter

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From: Georgia Doctors <georgiadoctors@yahoo.com>
Sent: Wednesday, September 26, 2018 4:38 PM
To: Glenn Hileman; Kelsy Vargo
Cc: LOLETHIA CHAPMAN; rfrazier@edsystem.org
Subject: Fw: Vandalism
Attachments: IMG_0191.jpg; IMG_0221.jpg; IMG_0226.jpg; IMG_0227.jpg; IMG_0228.jpg; IMG_0229.jpg; IMG_0233.jpg; IMG_0235.JPG; IMG_0242.jpg; IMG_0249.jpg; IMG_0253.jpg; IMG_0281.jpg; IMG_0282.jpg; IMG_0283.jpg; IMG_0284.jpg; IMG_0285.jpg; IMG_0286.jpg; IMG_0287.jpg; IMG_0288.jpg; IMG_0289.jpg; IMG_0292.jpg; IMG_0293.jpg; IMG_0294.jpg; IMG_0295.jpg; IMG_0296.jpg; IMG_0297.jpg; IMG_0298.jpg; IMG_0299.jpg; IMG_0300.jpg; IMG_0301.jpg; IMG_0302.jpg

Greetings, =/div>

I trust all is well. This email is to =nform you that several buildings have been recently vandalized. Lole=hia and I walked the buildings and noticed this on last week. One bu=lding had "Drug Crack Pipe" on the floor. This is beyond the scope o= what we had identified as needing to be replaced and updated and remodel= . We have been in the process of renovations and obtaining permits a= well as drawings, and noticed the major damage. I am calling our in=urance company to submit the claim. I will keep you updated.

Best regards,

Dr= Braddy

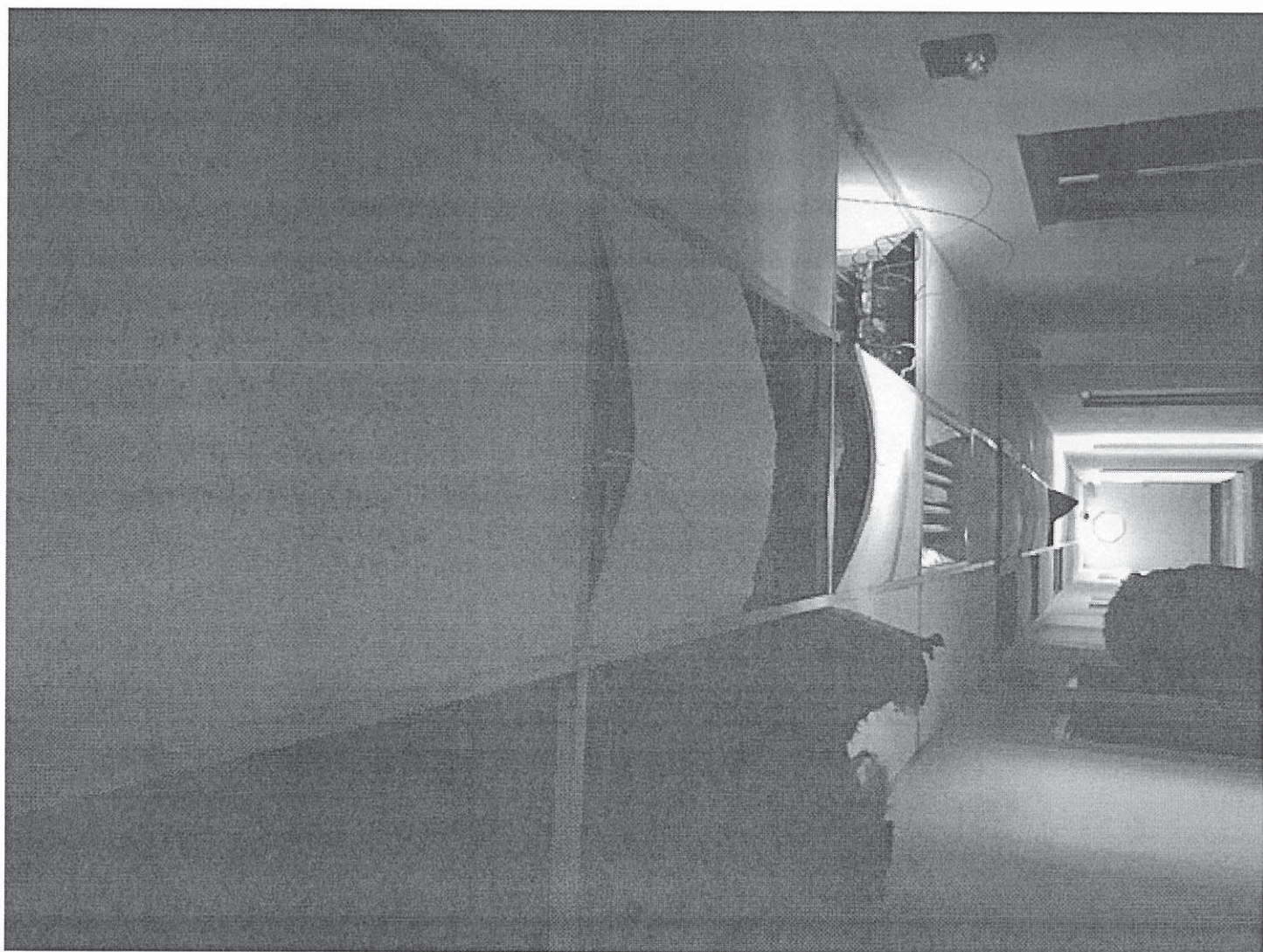
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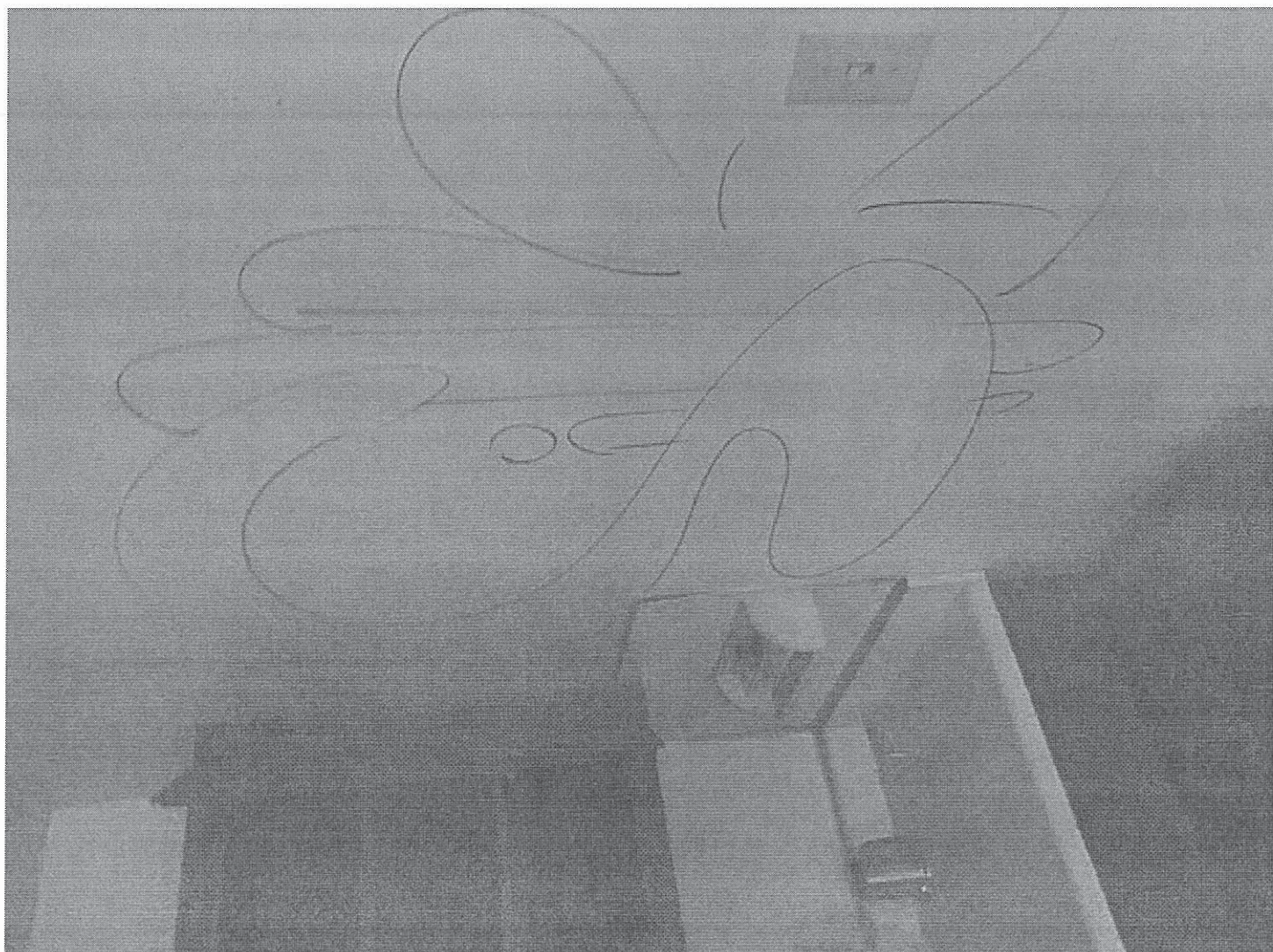
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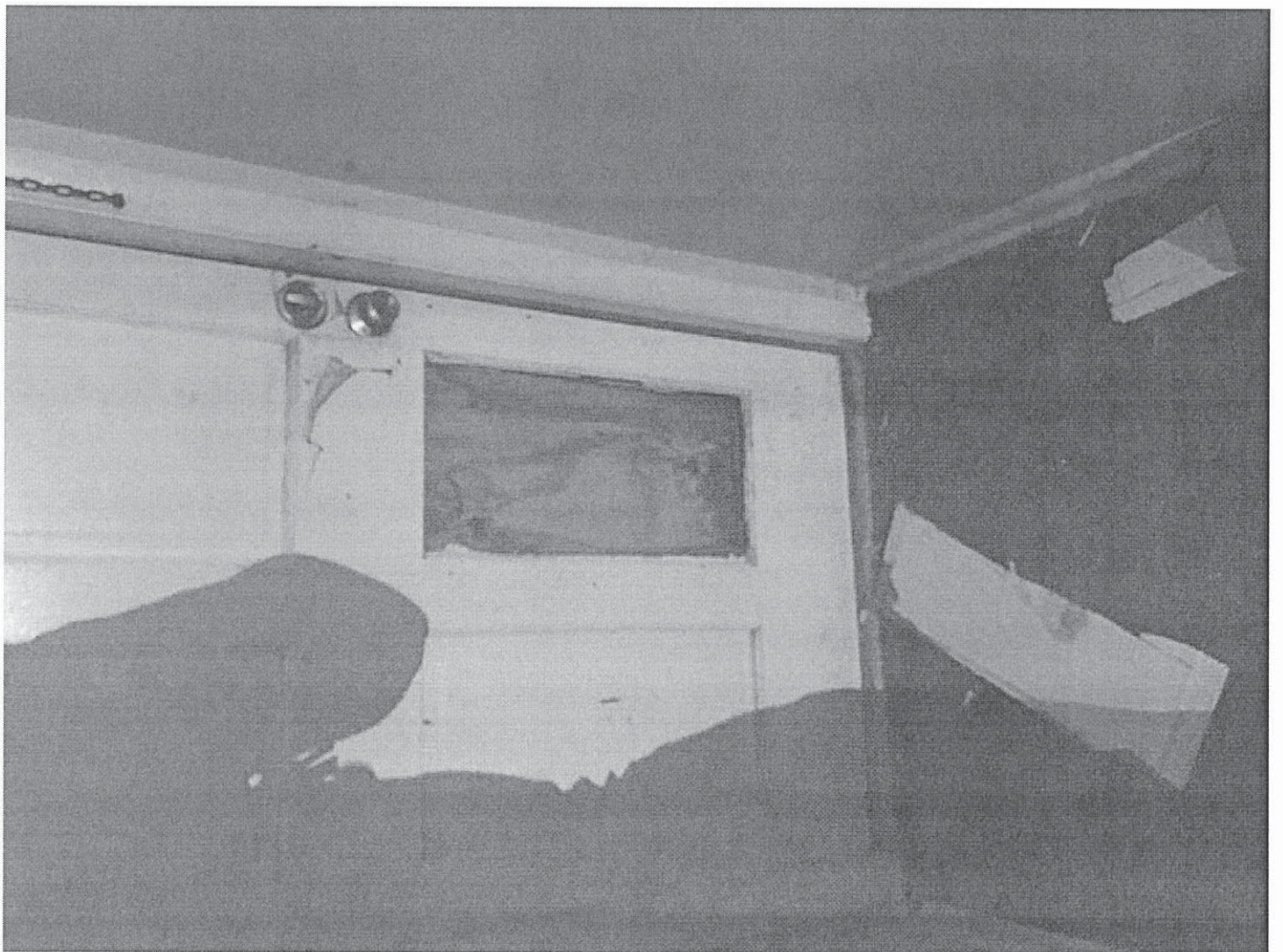


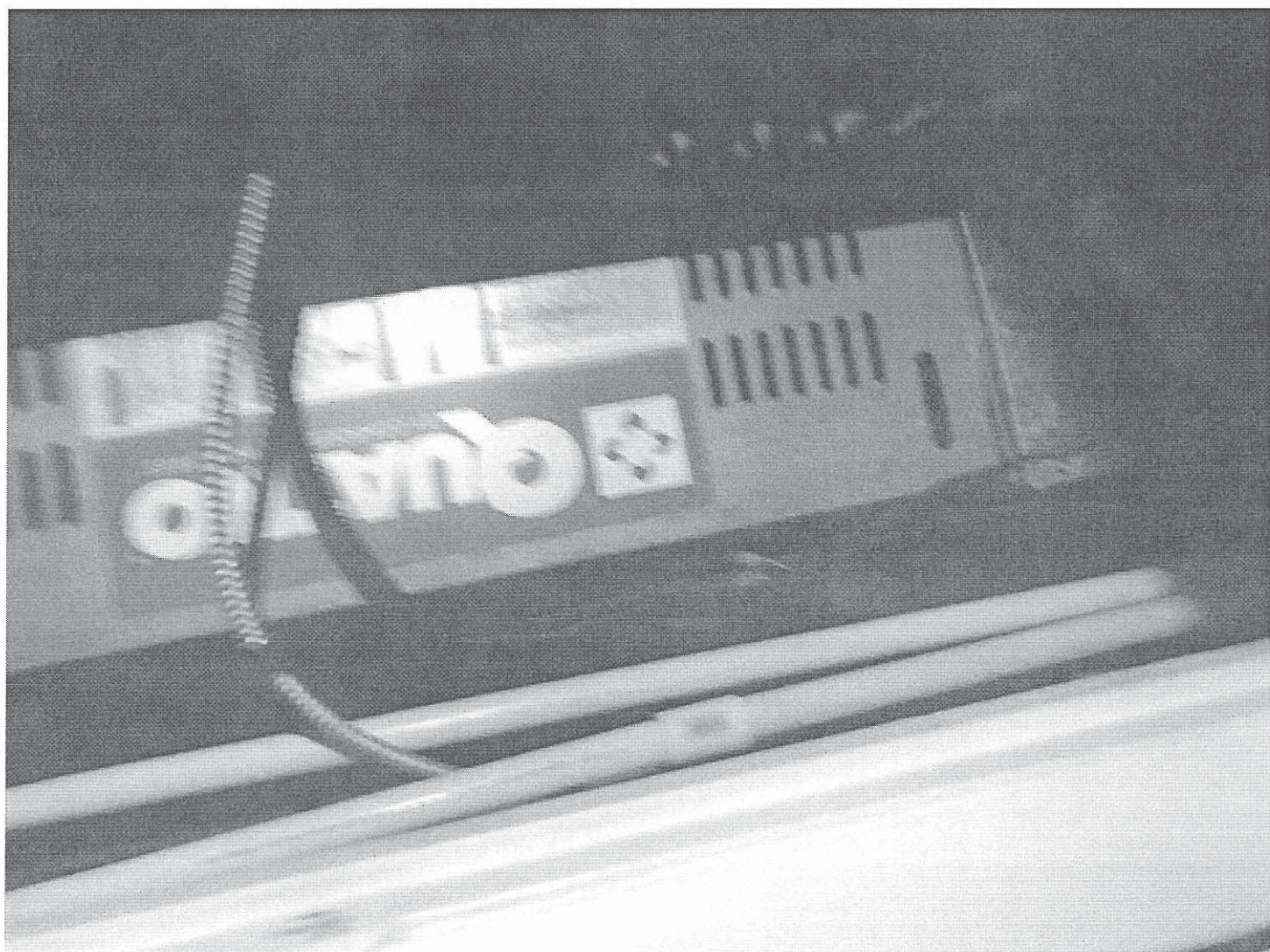




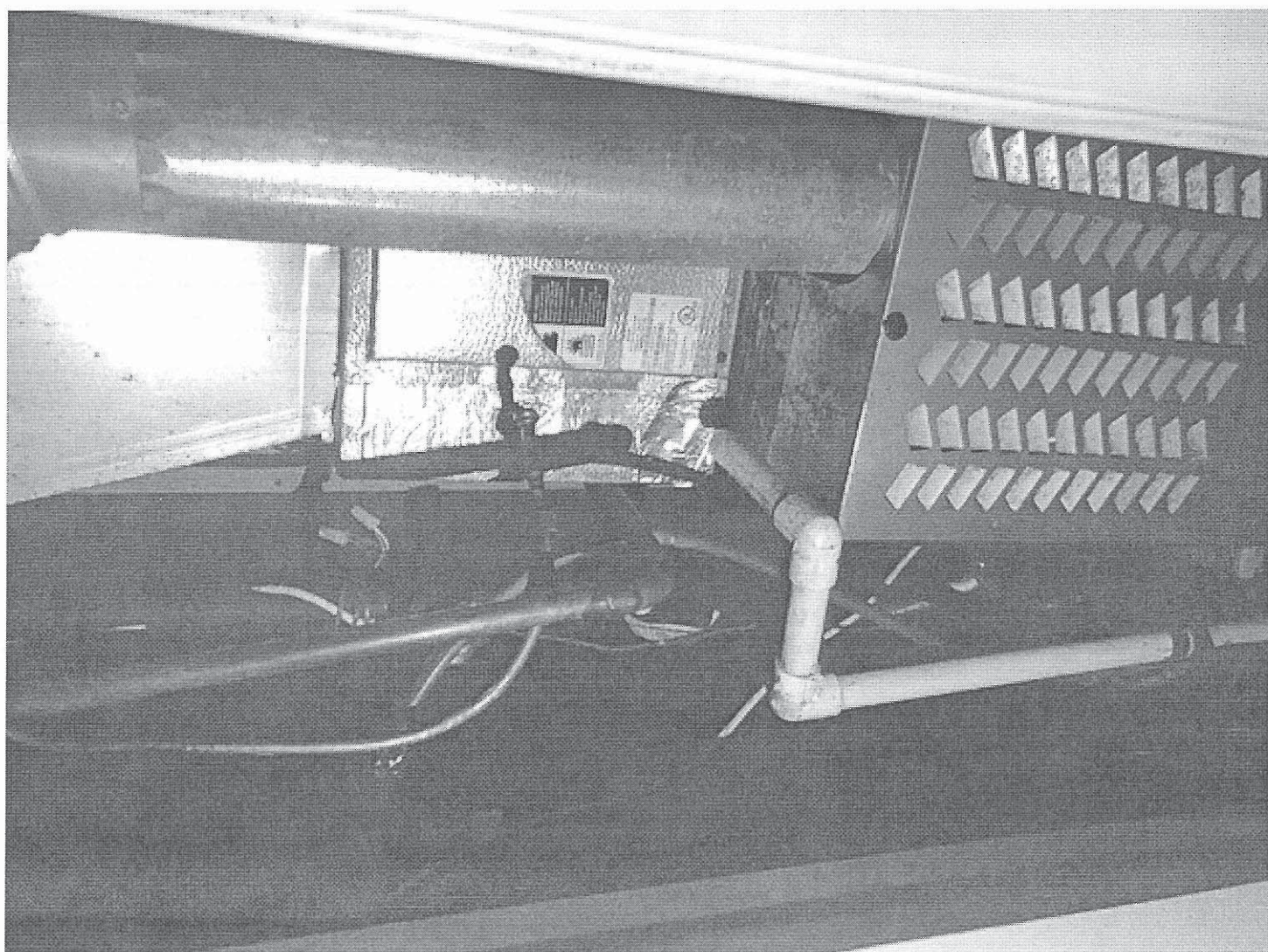


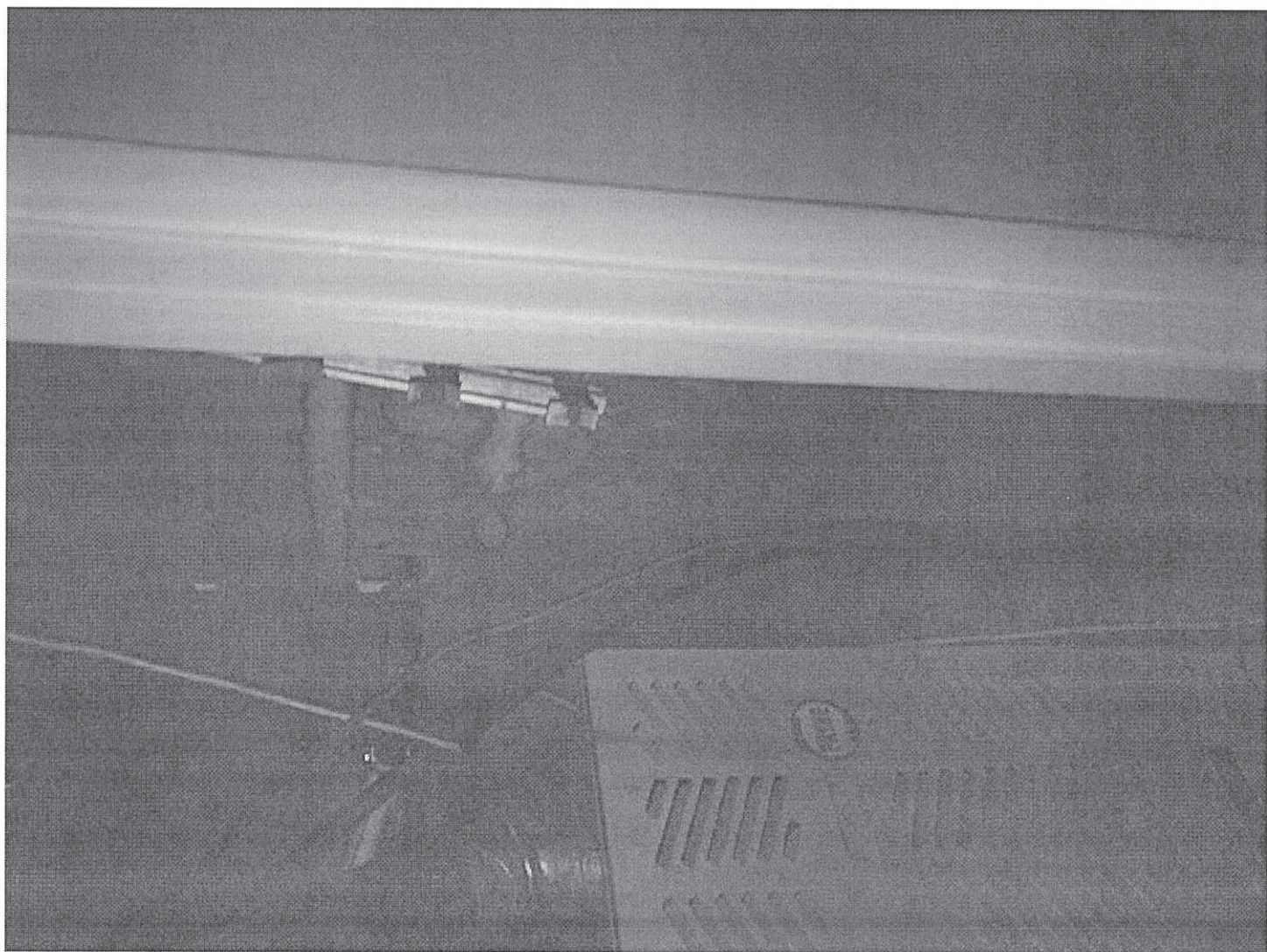




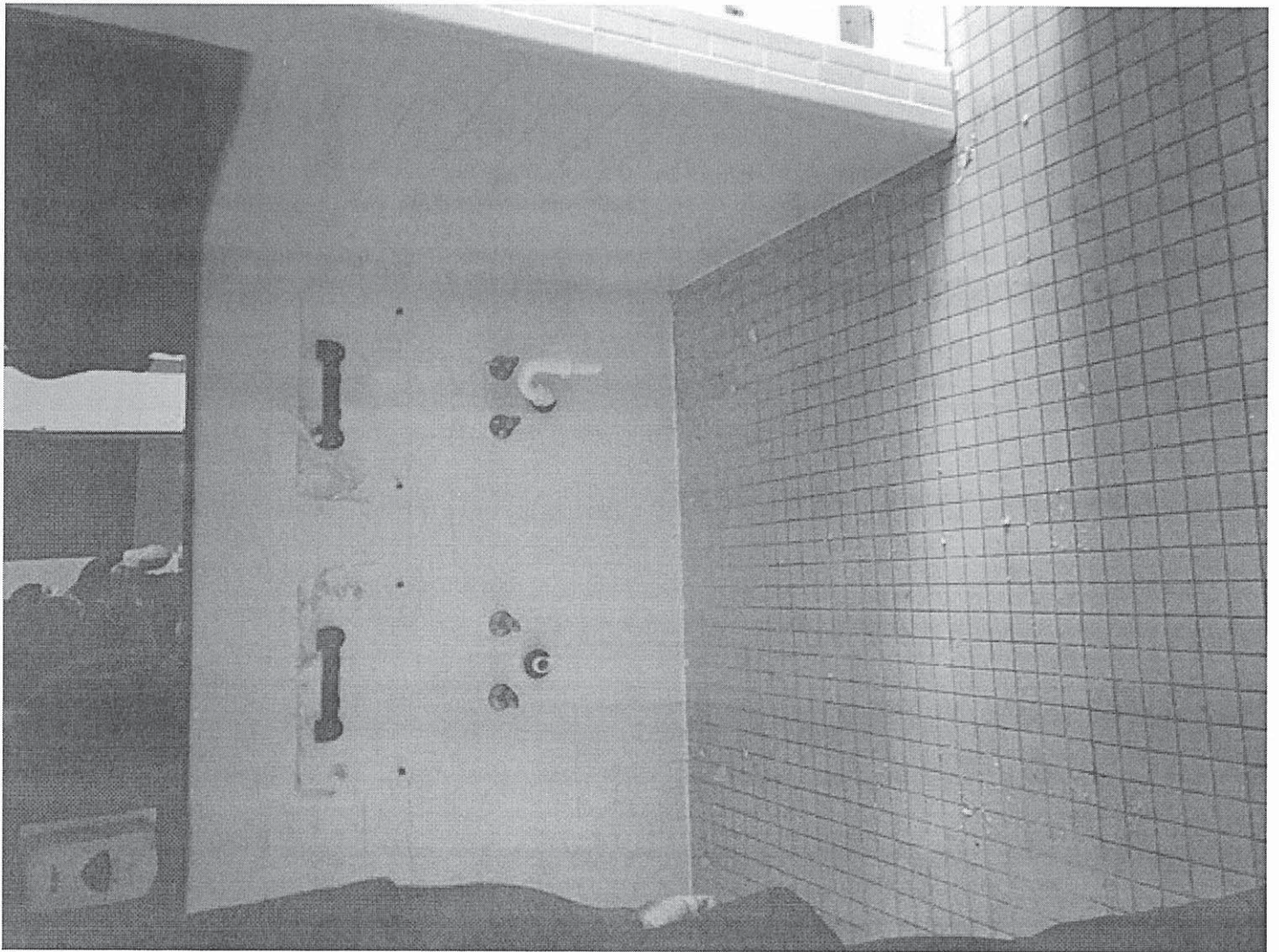


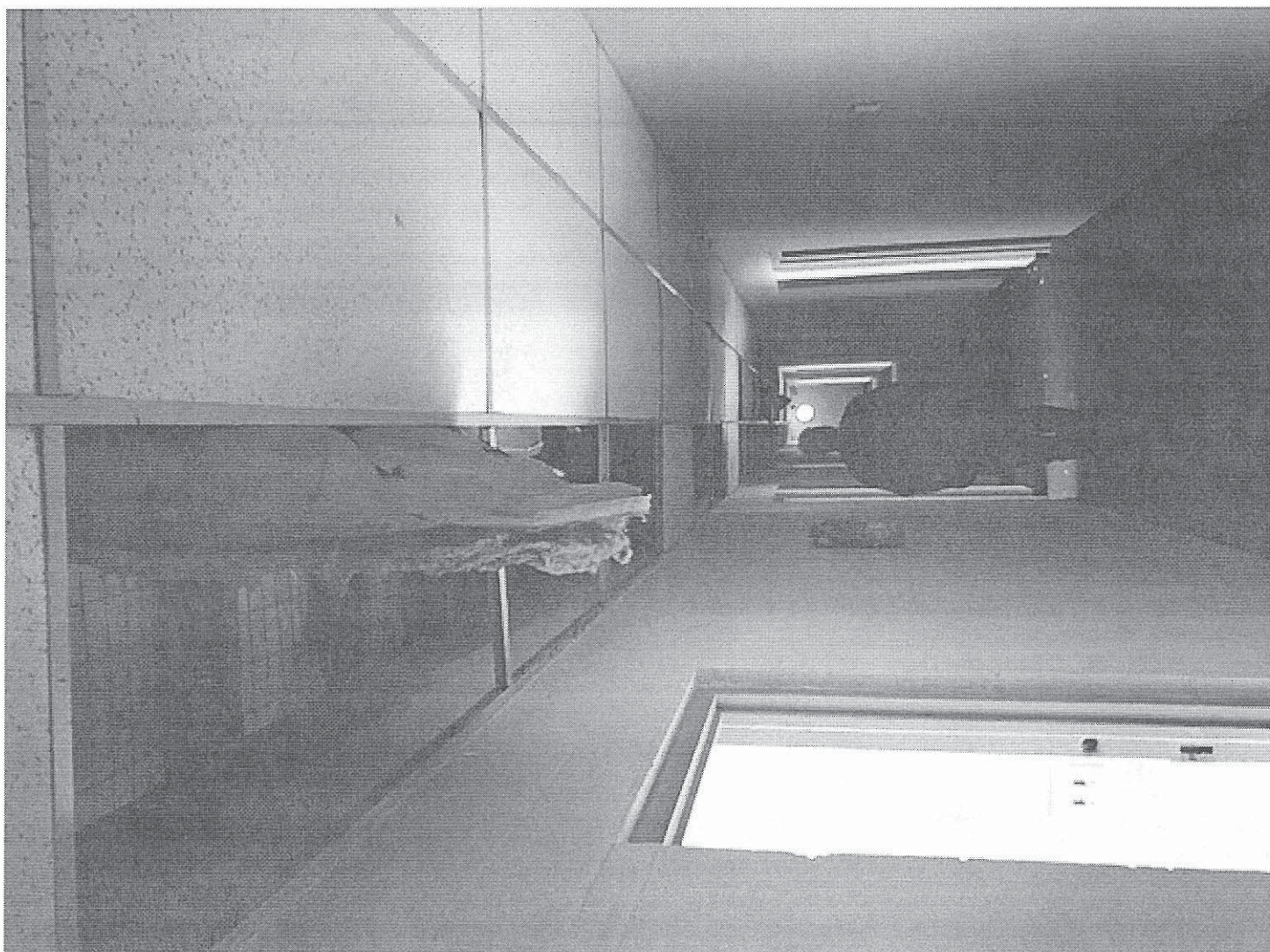


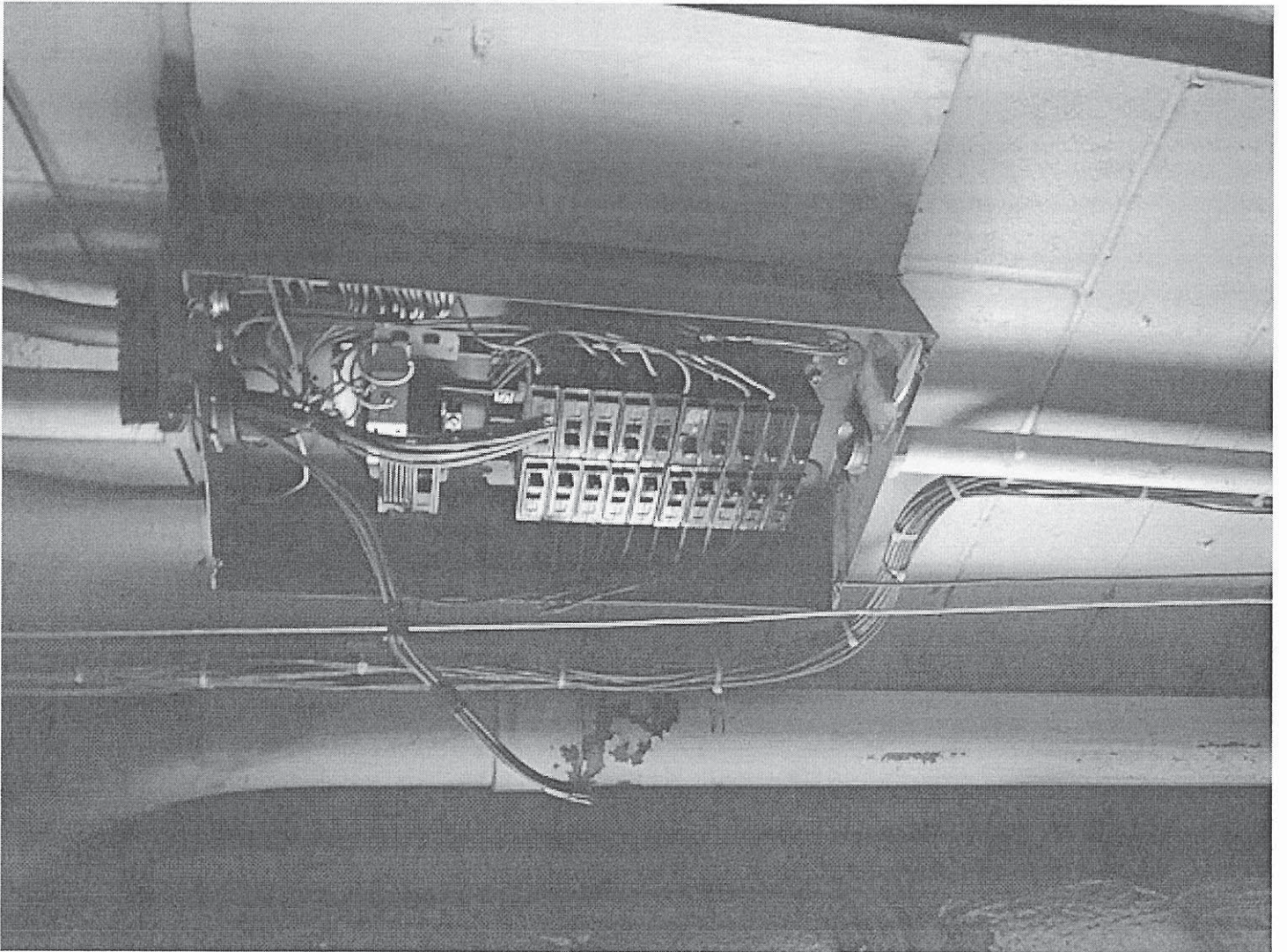


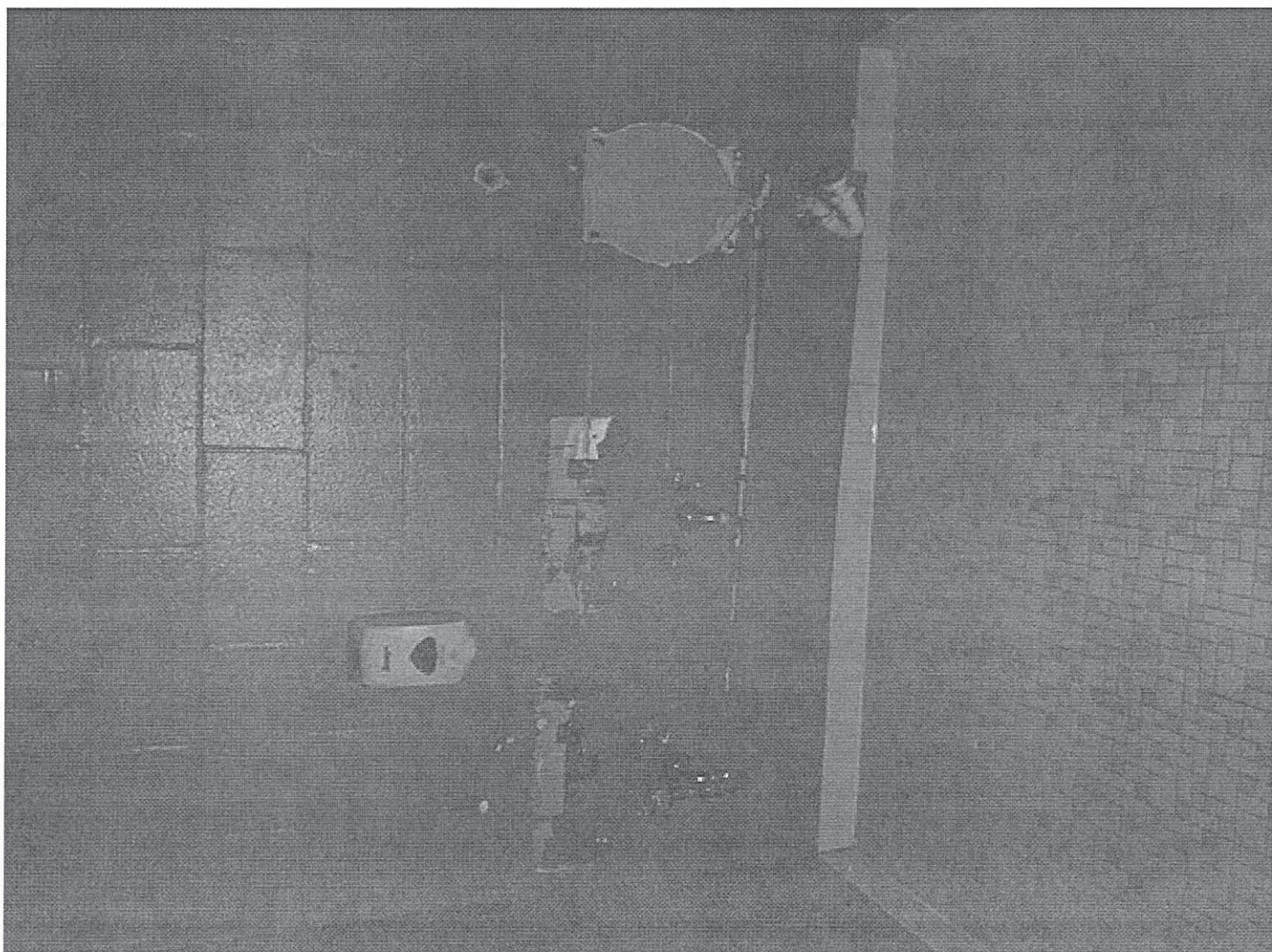


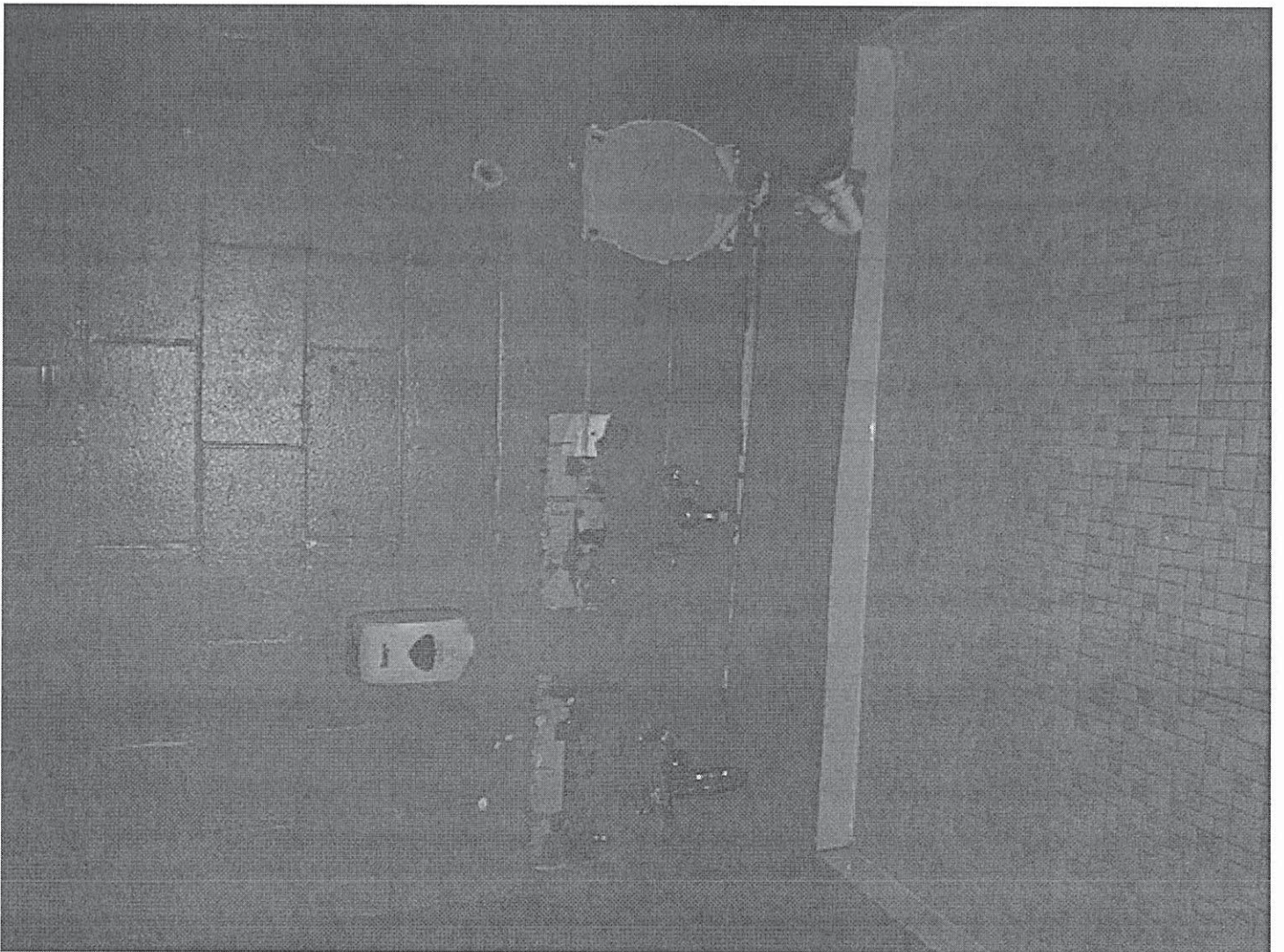


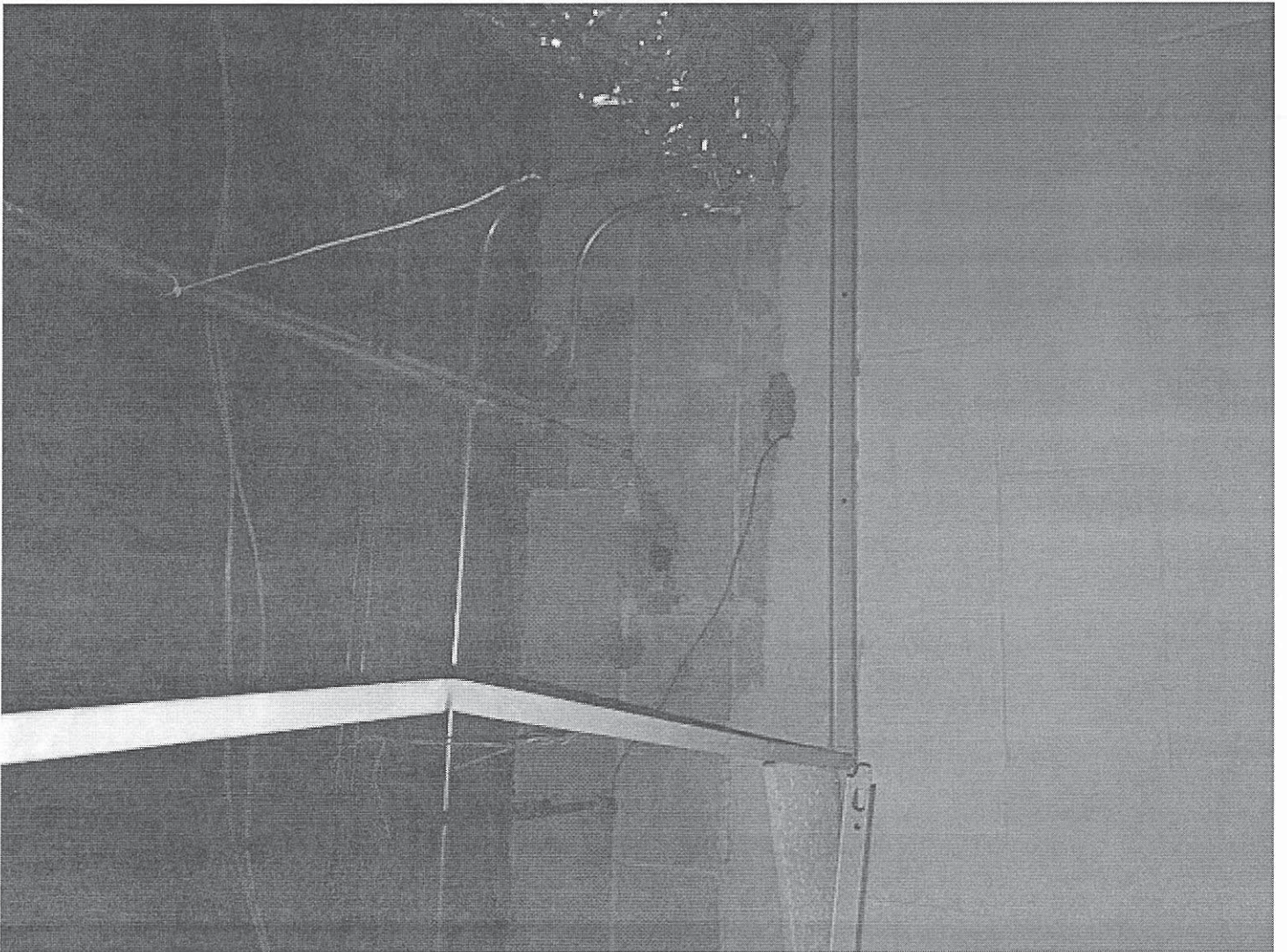




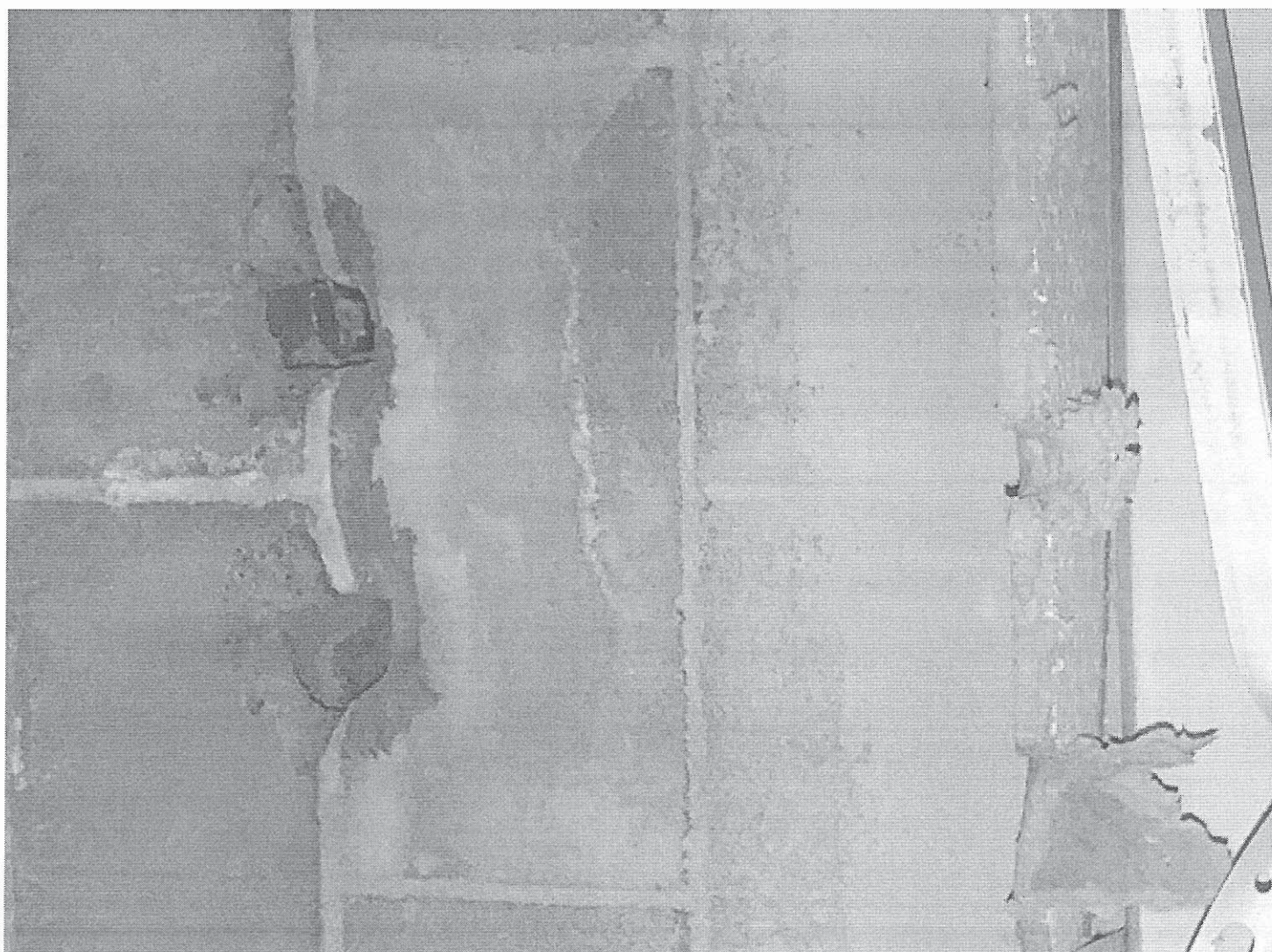


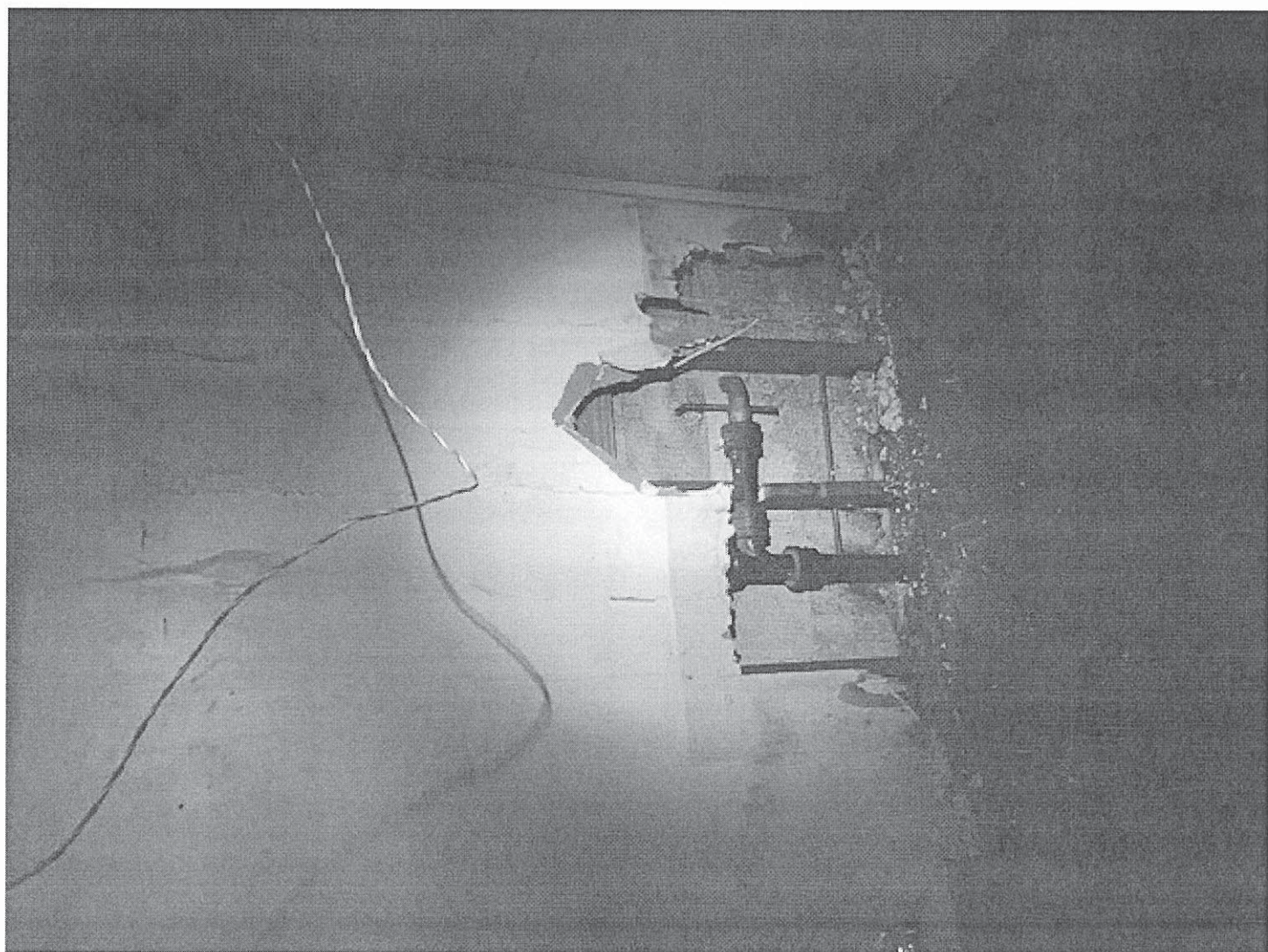


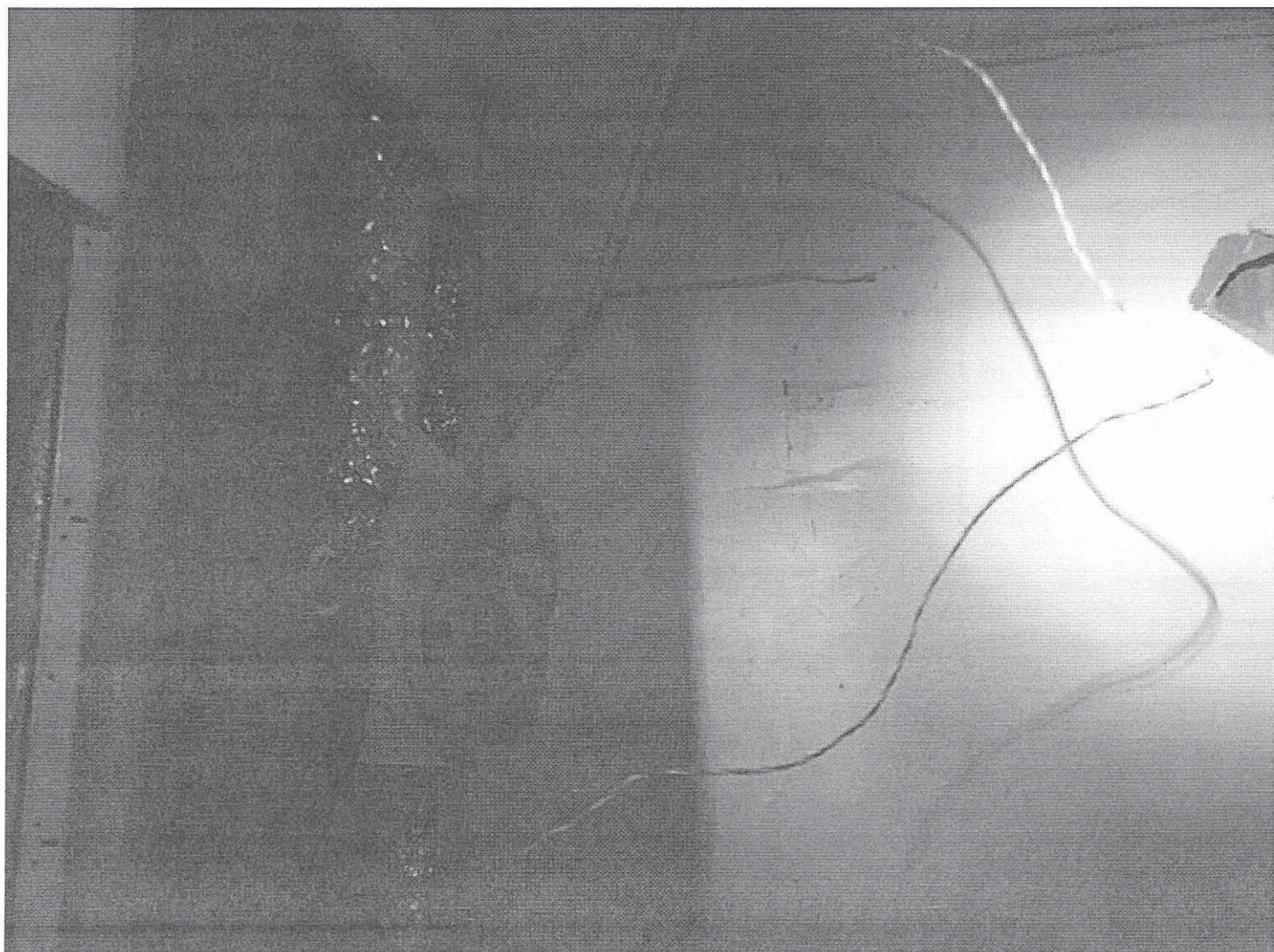




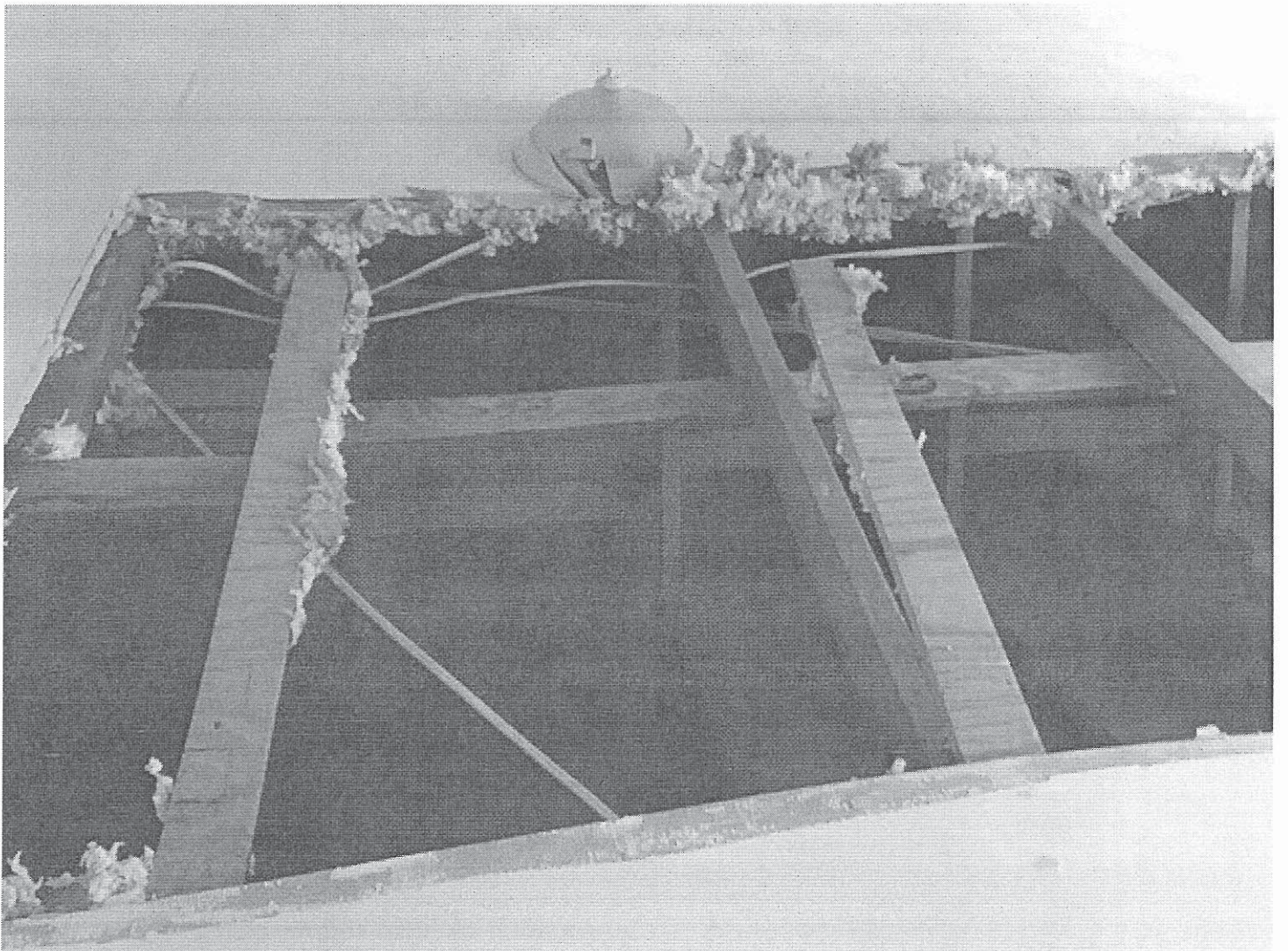










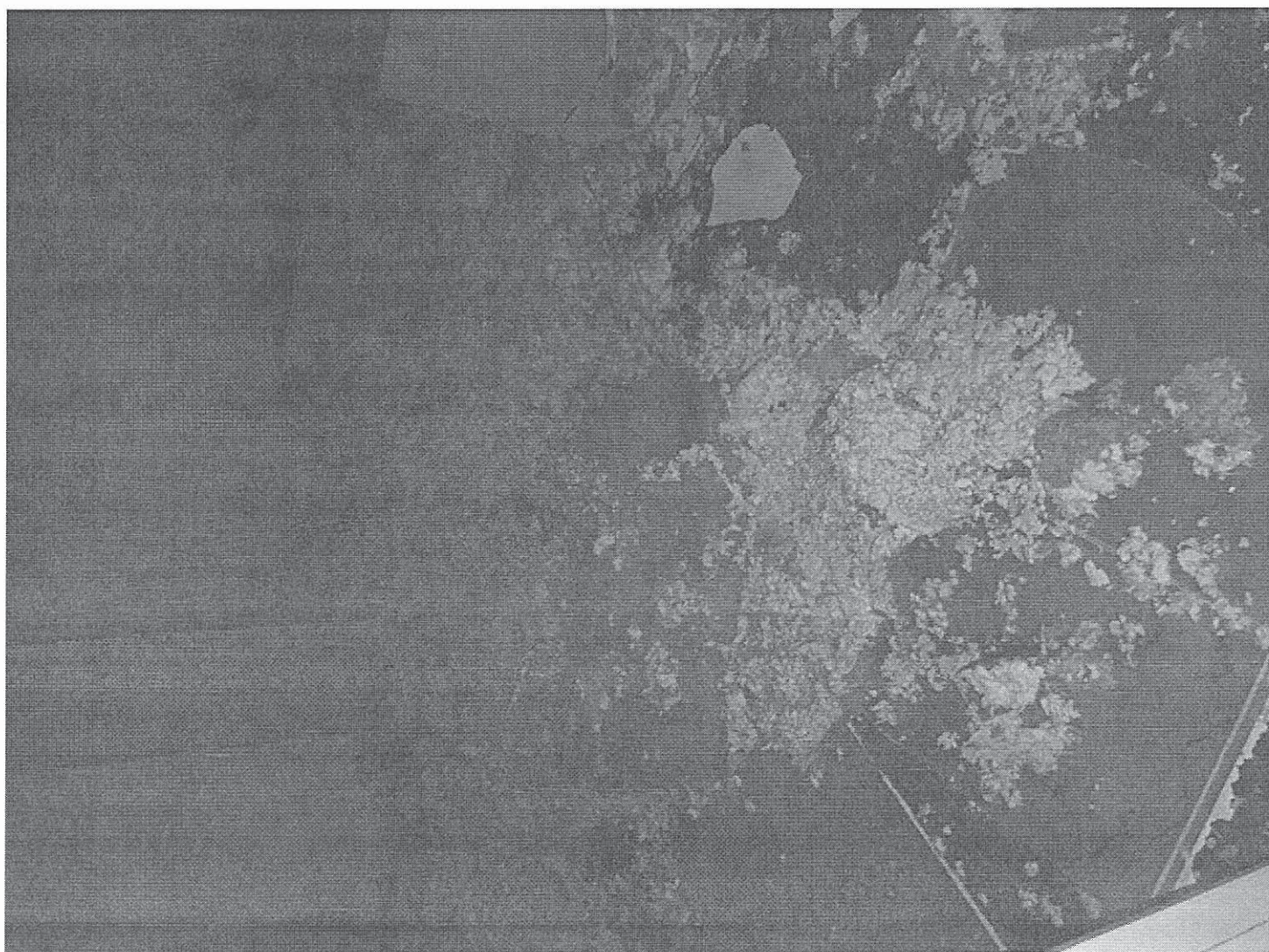


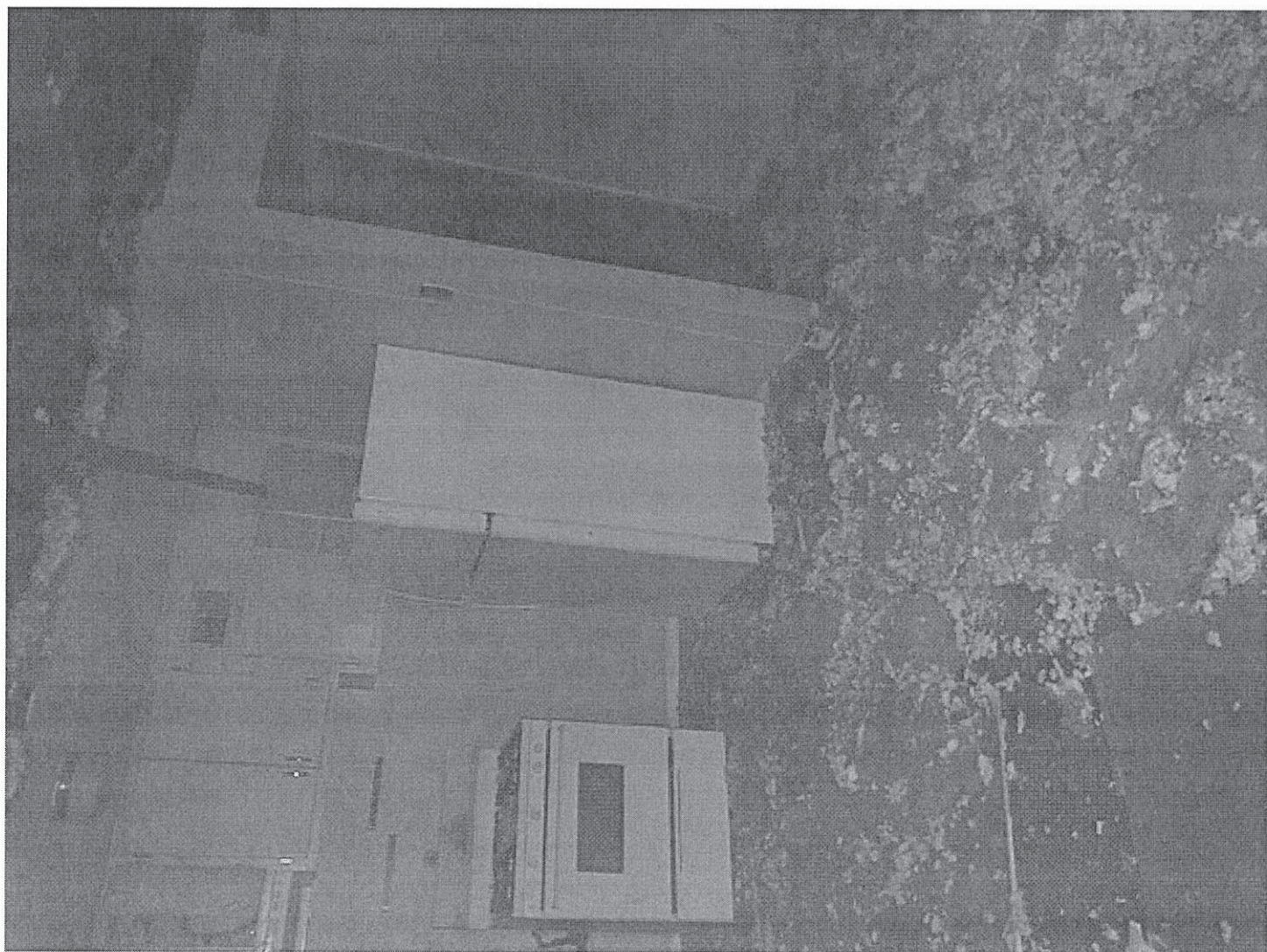


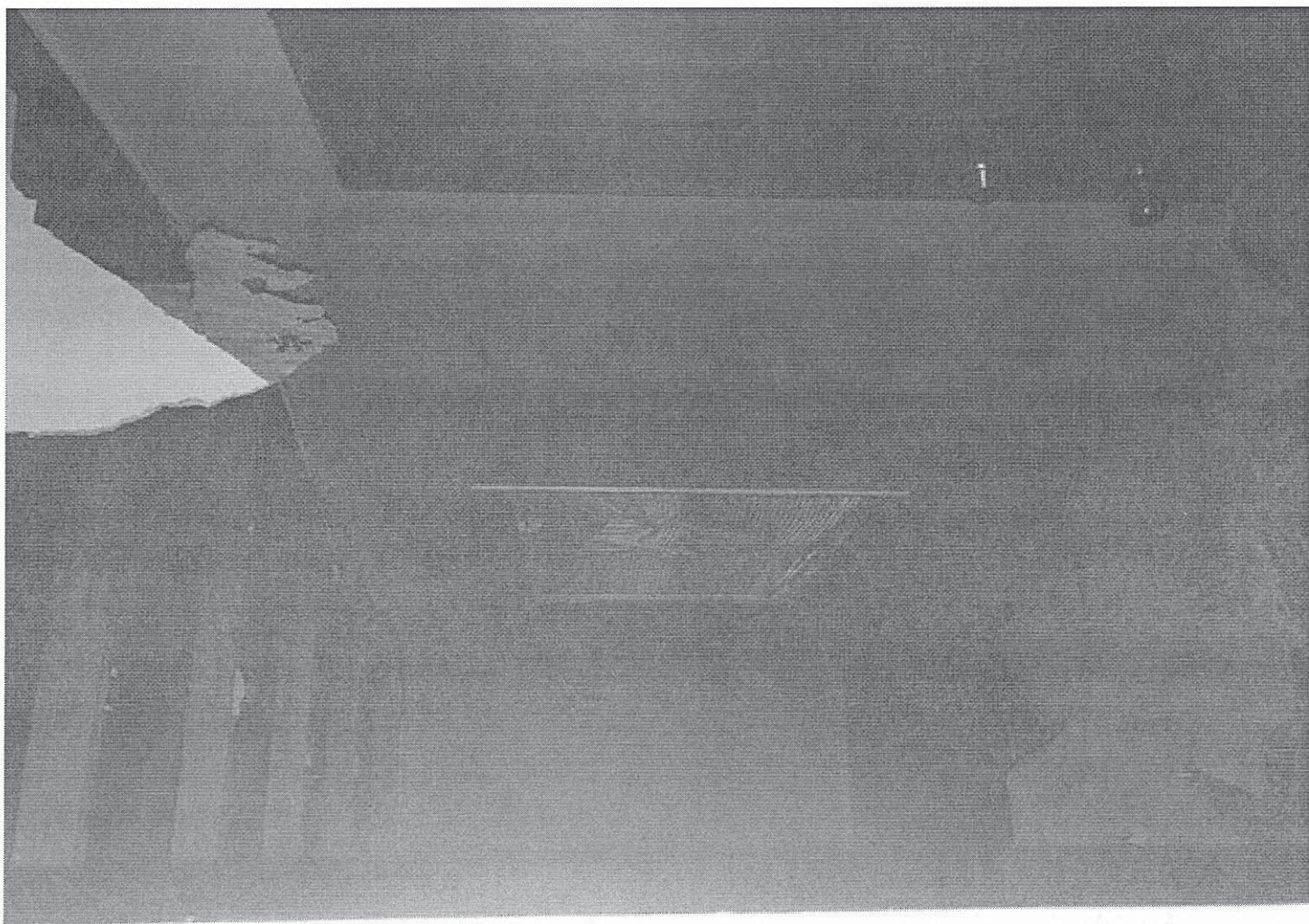
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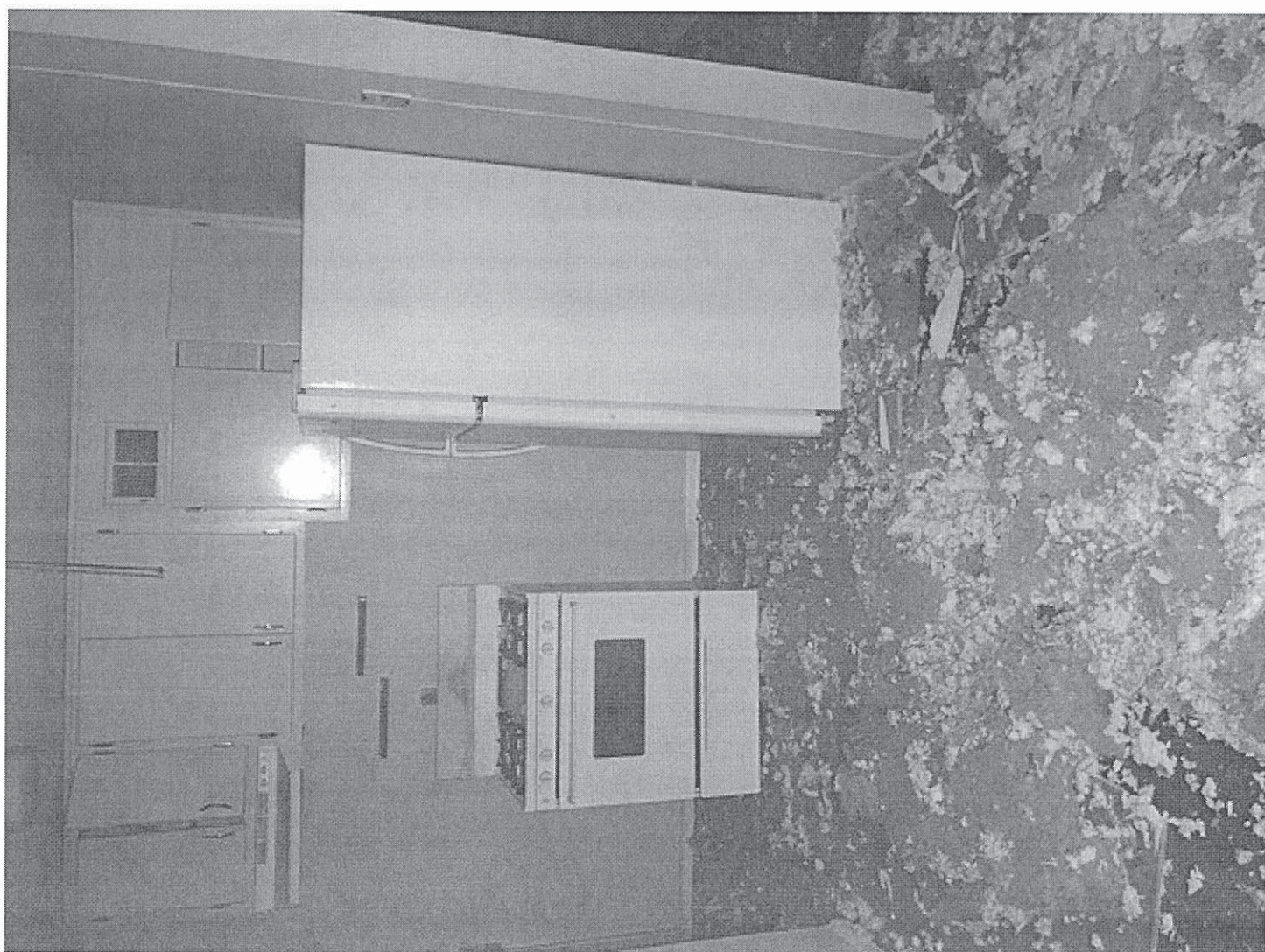












Russ Hart 770.785.6244 voice/fax
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From: "Szydlo, Donna" <dszydlo@GAIG.COM>
To: "russok2@bellsouth.net" <russok2@bellsouth.net>
Cc: Georgia Doctors <georgiadoctors@yahoo.com>; Ty Whitaker <ty.whitaker@mclarens.com>
Sent: Monday, October 15, 2018 11:28 AM
Subject: RE: Re: Braddy Preparatory Academy Claim # 577558820 DOL 10/12/18

Hi Mr. Hart

Thanks for your email.

I just talked with Ty Whitaker. Not sure what happened, but he said that you did not show up for the scheduled inspection this morning at 10am. He said that he tried calling and texting and waited over an hour but is heading out at this time. As you know, he'll be away until next week so we'll need to reschedule the inspection for when he returns. As discussed in our conversation on Friday, you were trying to gather additional information on when the claimed damage occurred, the police report, and were trying to reach an employee of Dr. Braddy's who apparently had more information. Please update us when you have more information.

Thank You

Donna Szydlo, AIC-M, AINS
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Specialty Human Services
Great American Insurance Group
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Donna



From: russok2@bellsouth.net <russok2@bellsouth.net>
Sent: Friday, October 12, 2018 4:32 PM
To: Szydlo, Donna <dszydlo@GAIG.COM>
Cc: Georgia Doctors <georgiadoctors@yahoo.com>; Ty Whitaker <ty.whitaker@mclarens.com>; Russ Hart <russok2@bellsouth.net>
Subject: [External] Re: Braddy Preparatory Academy Claim # 577558820 DOL 10/12/18

Ms. Szydlo, this will confirm our talking together this evening to your below email.

Yes, Ty and I have scheduled Mon 10am. I have no problem with his departing the rest of the week as I familiarize myself with the claim.

No, we are not saying that the loss happen on 10/11/18, that's the date reported. Indeed it could have been on multiple occasions. As presented to you... Ty and I saw at least a couple of units that had the appearance of vandalism.

Yes, a police report is being filed. I will provide that number once received.

Todate: Ty and I suspected vandalism during our walk-through for the wind loss; at some point I reported the same to Doc Braddy and he was to have someone inspect but I did not hear back; as of yesterday Doc Braddy says that guy is no longer with the organization but will reach out and have that person contact me; I last visited the site yesterday with Doc Braddy and an agent of the Owner. We inspected a couple of properties and like Doc Braddy she was adamant that these were new damages; I inquired of a police report and that is being attained. Since Ty is the adjuster, All requested info that is received will be provided to Ty unless directed otherwise

Thanks,

Russ Hart 770.785.6244 voice/fax
678.230.1039 cell

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From: "Szydlo, Donna" <dszydlo@GAIG.COM>
To: "russok2@bellsouth.net" <russok2@bellsouth.net>
Cc: Georgia Doctors <georgiadoctors@yahoo.com>; Ty Whitaker <ty.whitaker@mcclarens.com>
Sent: Friday, October 12, 2018 10:42 AM
Subject: Braddy Preparatory Academy Claim # 577558820 DOL 10/12/18

Mr. Hart

Just following up on my message left on your voice mail this morning. We've received the new claim for Braddy Prep Academy involving theft/vandalism. Please contact me at your earliest convenience to further discuss this new claim and provide additional loss details and the police report number. I've also reached out to Ty Whitaker @ McLarens. He is already familiar with the properties so makes the most sense that he is also involved in this claim, and he will assist on our claim review. I understand that he is available to complete an initial inspection on Monday but then will be in Florida the rest of the week assisting with Hurricane Michael claims. Hopefully you are also available on Monday for the initial inspection.

Thank You

Donna Szydlo, AIC-M, AINS
Senior Claim Technical Director
Specialty Human Services
Great American Insurance Group
P.O. Box 1997
Cincinnati OH 45201-1997
877-202-9902 toll free
855-254-4089 FAX
dszydlo@gaig.com

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INCIDENT DATA

MO

V
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OTHERS INVOLVED

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INCIDENT/INVESTIGATION REPORT

East Point Police Department

Case # 18-015152

Status Codes 1 = None 2 = Burned 3 = Counterfeit / Forged 4 = Damaged / Vandalized 5 = Recovered 6 = Seized 7 = Stolen 8 = Unknown

D R U G S	IBR	Status	Quantity	Type Measure	Suspected Type	

Assisting Officers

Suspect Hate / Bias Motivated:

NARRATIVE

On 10-15-2018 I Cpl Trimble was dispatched to Point University 2605 Bell Hill Rd East Point Ga, 30344 Fulton County in reference to a theft call.

Upon arrival this officer met with Carroll Braddy Jr.

Carroll advised as of 10-15-2018 the following buildings have been vandalized:

2531 Dodson Hall

Head Hall

2640 Family House

00010 Gilbert Hall

President House

Apt 3

Apt 4

Apt 5

Maintenance

Warehouse

Carroll displayed photos via phone in reference to the above locations damaged ceiling, drywall, cooper and other structure damage. After gathering information Carroll was given a copy of this case number.

Nothing further at this time.

DECLARATION OF C. HARRISON BRADDY

My name is Dr. C. Harrison Braddy, and I am over the age of 18, suffer from no legal disabilities, and base this Declaration on my own personal knowledge.

1.

I am the CEO of Braddy Preparatory Academy, Inc. (hereafter "Braddy Prep."). As CEO, I asked Ms. Lorraine Brooks to obtain insurance coverage for fifteen (15) buildings Braddy Prep. intended to lease with the option to purchase (hereafter the "Lease"). These buildings were known as the "East Point Campus."

2.

While negotiating the Lease with Education Capital Solutions, LLC (hereafter "Education Capital"), Education Capital agreed to grant Braddy Prep. a license throughout the month of April so we could use the properties while each party finalized negotiations for the Lease.

3.

On March 29, 2018, I asked Ms. Brooks to secure insurance coverage for the East Point Campus per the terms of the license.

4.

On April 2, 2018, Braddy Prep. received a Certificate of Property Insurance for the East Point Campus, issued by Great American Assurance Company (hereafter

110

BDP0001

"Great American") from Powers-Leavitt Insurance Agency, Inc. (hereafter "Powers-Leavitt"), agreeing to provide various insurance coverage for the East Point Campus for approximately 30 days, or the duration of the license.

5.

Prior to April 27, 2018 I asked Ms. Brooks once again to finalize insurance coverage for the East Point Campus, as Braddy Prep. and Education Capital were close to finalizing the Lease. I made Ms. Brooks aware of Braddy Prep.'s intention to renovate the East Point Campus once entered into the Lease.

6.

On May 1, 2018, Braddy Prep. received a Certificate of Property Insurance, issued by Great American from Powers-Leavitt, agreeing to provide various insurance coverage for the East Point Campus pursuant to the Lease.

7.

Soon after Braddy Prep. entered into the Lease, we began renovations to the East Point Campus. These renovations continued through the summer and into August and September.

8.

Between August 2, 2018 and August 9, 2018, my employees alerted me to damage to some of the East Point Campus buildings following a severe storm on

August 2, 2018. I asked Ms. Brooks to call Great American and file a property insurance claim (hereafter "the Claim").

9.

On or about August 15, 2018, an adjuster from Great American and an engineer inspected the East Point Campus. I had no issue letting the adjuster or the engineer inspect the interior of the East Point Campus, yet they only inspected the exteriors of the buildings.

10.

On or about August 21, 2018, I retained Russell Hart, a public adjuster, to represent Braddy Prep.'s interests in the Claim. Mr. Hart was present for a second inspection on August 22, 2018, with Great American's adjuster and engineer.

11.

Mr. Hart and Great American's adjuster and engineer inspected the East Point Campus a third time on or about September 5, 2018.

12.

On September 18, 2018, I received a letter from Great American's counsel, requesting an Examination Under Oath of myself and Ms. Brooks, and three pages-worth of documentation and information requests, including a Sworn Statement in Proof of Loss.

13.

I began the lengthy preparation for the Examination Under Oath and began collecting documentation and information to comply with the request and to complete the proof of loss.

14.

I had every intention of sitting for the Examination Under Oath and to complete the proof of loss. I never outright refused to provide it.

15.

I continued to prepare for the Examination Under Oath and searched for available dates when I received a Complaint for Declaratory Judgment from Plaintiff's counsel on October 29, 2018.

16.

From August 9 until present, Plaintiff has never asked about the renovations of the East Point Campus or our use of those buildings.

17.

Since the filing of the instant action, Braddy Prep. has attempted to file two additional claims with Plaintiff: one for vandalism, another for damage stemming from a fallen tree. Plaintiff has refused to investigate these claims and has instead instructed us to wait until this current action is resolved.

18.

If Plaintiff rescinds its Policy with Braddy Prep., not only will Braddy Prep. be in breach of its lease agreement with Education Capital, but it will be completely open to liability for any acts or losses that occur on any building owned by Braddy Prep.

Pursuant to 28 U.S.C. § 1746, I declare by my signature below that the foregoing is true and correct, under penalty of perjury.

Signed this 9th day of December, 2018.



C. Harrison Braddy, CEO, Braddy Preparatory Academy, Inc.



June 3, 2019

Via US Mail and E-mail

David Forestner
Taylor English Duma LLP
1600 Parkwood Circle, Suite 200
Atlanta, GA 30339

Mark Battleson
Battleson Law, LLC
3280 Peachtree Road NE
Terminus 100, 7th Floor
Atlanta, GA 30305

RE: ***Great American Assurance Company v. Braddy Preparatory
Academy v. Powers-Leavitt Insurance Agency, Inc.***
United States District Court
Civil Action File No. 1:18-cv-4974

Dear Dave and Mark:

As you are aware, your client has placed Great American on notice of two additional occurrences that happened on October 11, 2018 and November 16, 2018. As discussed in previous correspondences and with their previous attorney, Great American continues to be willing to investigate the damages related to these claims, but only if your client agrees that the rights of all parties are reserved and that no action taken by Great American during the investigation of these claim serves as a waiver of any right.

We previously forwarded a non-waiver agreement to your client via its former counsel, but we did not receive a response. Accordingly, please let this correspondence serve as Great American's renewed offer to inspect your client's subsequent claims under the attached non-waiver agreement.

Please discuss the agreement with your client and forward an executed copy of the agreement to my attention. Once the agreement is executed by both parties, we can coordinate for inspection. Thank you for your attention to this matter.

Very truly yours,

DREW, ECKL & FARNHAM, LLP



David Forestner and Mark Battleson
June 3, 2019
Page 2

A handwritten signature in black ink, appearing to read "H. Michael Bagley". The signature is fluid and cursive, with the first name "H." being more prominent.

H. Michael Bagley

HMB/paw
attachment: Reservation of Rights/Non-Waiver Agreement

From: Georgia Doctors <georgiadoctors@yahoo.com>
Sent: Tuesday, May 8, 2018 6:34 PM
To: Hileman, Glenn; Evensen, Leeza
Cc: LOLETHIA CHAPMAN
Subject: Re: Urgent Gym Issues

To my knowledge, they have decided to rent another gym which will cost them way more money. I don't know if they are considering the logistics and oversight required. Being that Braddy Prep is not as large, we could have clearly cohabitated with the Gym as well as supported each other. Nonetheless, I would hope that FLA at minimum repair what they have broken and get the paint off the walls and floor. Does the lease require them to turn over Gym in the condition that they received it?

CH=

Sent from Yahoo Mail for iPhone

I would suggest Lolethia contact the school to notify them of the need to remain compliant with the terms of the lease. Additionally, they currently have no long term solution for the gym use and should they desire a continuation of use, they'll need to court Dr. Braddy and gain his approval. Tough to do if they aren't actively maintaining the property.

<div dir="ltr">

Glenn Hileman CEO

746 East Winchester Street Suite 150

Murray, UT 84107

Mobile: 801.824.9606 | Office: 801.256.9550 x 109

Fax: 801.304.3551 | Conference: 641-715-3272 x 479 619

highmarkschools.com

= Be sure to visit our updated web site!

On Tue, May 8, 2018 at 2:22 PM, Evensen, Leeza <levenesen@swlaw.com> wrote:

Glenn= we can send them a letter describing damages but in the interest of time, we should send someone there to monitor the situation. But yes, they have until May 31st to vacate. Let me know if you have a minute to discuss=

Thank=,

Leeza=u>



Snell=& Wilmer L.L.P.=/span>

801-=57-1882<=p>

-

Fr=m: Hileman, Glenn [mailto:glenn@highmar=schools. com]

Sent: Tuesday, May 08, 2018 1:43 PM

To: Georgia Doctors

Cc: LOLETHIA CHAPMAN; Evensen, Leeza

Subject: Re: Urgent Gym Issues

-

We sent notice of eviction last week.&n=sp; They must be off the premise no later than May 31st. The damage =nd failure to maintain is clearly a breach of the lease agreement. A= such, I've copied our legal counsel, Leeza Evensen to weigh in on what we may be able to do to address the issue immediately.



Glenn Hileman&=bsp;CEO

=/p> 746 East Winchester Street, Suite 150 Murray, UT 84107

Mobile: 801.824.9606&=bsp; | Office: 801. 256.9550 x 109

Fax: 801.304.3551 &nb=p;| Conference: 641-715-3272 x 479 619

highmarkschools.com=u>

&=bsp; =Be sure to visit our updated web site!

-

On Tue, May 8, 2018 at 1:20 PM, Georgia=Doctors <> wrote:

Greetings Glenn,

-

I trust that all is well. We are having=some serious possible sabbatage issues of the Gym. I'm concerned t=at the way things are going could place the CO in jeopardy as well as incr=ase liability. FLA has placed all kinds of broken equipment and trash infront of the emergency exit doors. The doors have been broken =nd the Gym has several different groups coming in and out with their own k=ys. FLA poured paint on the carpet and wall. Please advise as to how shoul= we address this issue. I've asked Lolethia to reach out to them to request that they fixed the damages and r=ctify the Gym back to the way it was when they received keys. Look forward=to hearing from you.

-

-
C. Harrison Braddy <=p>

678-77-4108

Sent from Yahoo Mail for iPhone

Begin forwarded message:

On Tuesday, May 8, 2018, 12:40 PM, Rodrick Frazier <drfrazier057@gmail.com>
wrote=

Trash everywhere. This is completely unacceptable. Bathrooms filthy
and stink

<=blockquote>

From: Georgia Doctors <georgiadoctors@yahoo.com>
Sent: Sunday, June 3, 2018 10:01 PM
To: Glenn Hileman; LOLETHIA CHAPMAN
Subject: Urgent Request.

Greetings Team,

FLA trashed the gym. Paint is all over the place. Stage is flooded. Please advise as to what measures are available.

Thanks,

Dr. Braddy

From: [Linda Kana](#)
To: [Gizela Evans](#)
Cc: jbrooks@edsystem.org; [Heidi Seal](#)
Date: Monday, April 2, 2018 3:14:40 PM
Attachments: [image001.jpg](#)
[image003.jpg](#)

Good Morning Gizela – Please see my answers to your questions regarding the property. If you need any additional information, please feel free to let me know. Thank you. Linda

Landlord:
Education Capital Solutions, LLC
c/o EPR Properties
909 Walnut St., Suite 200
Kansas City, MO 64106

Property Addresses are:

2605 Ben Hill Road, East Point, GA

- 1 Story Brick Building 10,457 S.F. / Building Height 30.7'
- 1 Story Brick Building 12,072 S.F. / Building Height 12'
- 1 Story Brick Building 13,067 S.F. / Building Height 25.2'
- 2 Story Brick Building 8,626 S.F. / Building Height 27.8'
- 1 Story Brick Building 3,743 S.F. / Building Height 13.8'
- 2 Story Brick Building 3,518 S.F. / Building Height 24.2'
- 2 Story Brick Building 3,319 S.F. / Building Height 24.5'
- 1 Story Brick Building 2,145 S.F. / Building Height 13.1'
- 1 Story Brick Building 2,229 S.F. / Building Height 14.6'
- 2 Story Brick Building 4,145 S.F. / Building Height 25.7'

2640 Ben Hill Road, East Point, GA

Sits on 11.481 acres more or less and has the following buildings

- 1 Story Brick House 1,542 S.F. / Building Height 13'5"
- 1 Story Brick House 2,215 S.F. / Building Height 19'9"

2517 Dodson Drive, East Point, GA

Sits on 5.335 acres and has the following buildings

- 1 Story Brick House 1,759 S.F. / Building Height 14'2"
- 2 Story Brick Building 3,137 S.F. / Building Height 28.1'
- 1 Story Metal Sided Building 4,650 S.F. / Building Height 16'1"
- 1 Story Wood Sided Building 1,214 S.F. / Building Height 11'9"

Linda Kana



Reported by: Eve Burton, APR, CRR
AZ CR No. 50261, CA CSR No. L2527

PL 000044

Senior Transaction Manager

EPR Properties

NYSE:EPR

www.eprkc.com

816-303-6618 Direct

816-472-1700 Toll Free: 888-EPR-REIT

lindak@eprkc.com

909 Walnut Street, Suite 200
Kansas City, MO 64106



Please consider the environment before printing this e-mail.

From: Heidi Seal

Sent: Monday, April 02, 2018 11:17 AM

To: Gizela Evans <gizela-evans@leavitt.com>

Cc: lbrooks@edsystem.org; Linda Kana <lindak@eprkc.com>

Subject: RE: insurance requirements

Looping in Linda, who can provide you with this information.

Heidi M. Seal

Corporate Counsel

EPR Properties

NYSE:EPR

www.eprkc.com

816-472-1700 Toll Free: 888-EPR-REIT

Direct: 816-303-6589

heidis@eprkc.com

909 Walnut, Suite 200
Kansas City, Missouri 64106
cid:image001.jpg@01D0DC01.1D3C6640



Please consider the environment before printing this e-mail.

From: Gizela Evans [<mailto:gizela-evans@leavitt.com>]

Sent: Monday, April 02, 2018 11:09 AM

To: Heidi Seal <HeidiS@eprkc.com>

Cc: lbrooks@edsystem.org

Subject: FW: insurance requirements

Heidi,

Please provide the address of the Manager Landlord so the policy can be endorsed to provide the 30 day cancellation notice. In addition, please provide the address the insured is occupying with year built, construction type, and square footage. If multiple locations, please provide the main address with suite numbers and/or provide exactly the building information.

From: lbrooks@edsystem.org [mailto:lbrooks@edsystem.org]
Sent: Monday, April 02, 2018 9:02 AM
To: goze@edsystem.org; Gizela Evans <gizela-evans@leavitt.com>
Subject: insurance requirements

Good day

Heidi M. Seal
Corporate Counsel
Direct: 816-303-6589
heidis@eprkc.com

Questions

- 1) 30 days' notice cancellation/10 days' non-payment,
- 2) Waiver of Subrogation,
- 3) Add'l insured on all liability (or follow form)
- 4) Primary and non-contributory language

Thank you

----- Original Message -----
Subject: insurance requirements
From: donotreply@gdp360scans.com
Date: Mon, April 02, 2018 11:26 am
To: "Brooks, Lorraine " <lbrooks@edsystem.org>

Please open the attached document. It was scanned and sent to you using a Xerox Multifunction Printer.

Attachment File Type: pdf, Multi-Page

Multifunction Printer Location:
Device Name: XRX9C934E60B0B8

For more information on Xerox products and solutions, please visit

| <http://www.xerox.com>

Center:	Customer:	Exec:	Powers, Charlene
Name:	BRADDY PREPARATORY ACADEMY	Rep:	Evans, Gizela
Policy:	PAC0662314-04	Action:	Correspondence
Line of Business:	Package	Group Type:	
Effective Date:	1/22/2018	Group Name:	
Tran:	Policy change	Date:	4/2/2018 Time: 09:13 AM
Policy Term:	1/22/2018	Entered By:	Evans, Gizela
Company:	Great American P&C Ins	Saved Date:	4/2/2018 Time: 10:14 AM
Claim:			Mountain

Description:

TO HEIDI PROVIDE INFORMATION REGARDING MANAGER LESSOR ADDRESS AND INFO ON BUILDINGS INSURED IS OCCUPYING.



View Attachments

File Name	Ext	Description	Ref #
0 Email	MSG	[FWD: insurance requirements]	180402-69
0 Email	MSG	FW: insurance requirements	180402-70

Ready

Powers-Leavitt Insurance Agd GME

From: lbrooks@edsystem.org
To: [Gizela Evans](#)
Date: Monday, April 2, 2018 2:31:12 PM

Good day

Landlord address:

Education Capital Solutions LLC
c/o EPR Properties
909 Walnut Suite 200
Kansas City, MO 64106

Building occupying:

Library - 2605 Ben Hill Road, East Point
Built 1991
Square footage - 21,454
Brick construction
2 story
Alarm System - Ackerman

Administration building - 2605 Ben Hill Road, East Point
Built 1954
Square footage - 3,069
Brick construction
2 story
Alarm System - Ackerman

Main building - 2605 Ben Hill Road, East Point
Built 1957
Square footage - 3,602
2 story
Alarm System - Ackerman

Gymnasium - 2531 Dodson Drive, East Point
Built 1966 remodeled 1987
Square footage - 16,174
3 story
Alarm System - Ackerman

Thank you

7

From: Gizela Evans
To: SHS_AccountServices@gaia.com
Date: Monday, April 2, 2018 2:57:00 PM
Attachments: [GREATBRADY.pdf](#)
[insurance requirements.pdf](#)
[image001.jpg](#)
[image003.jpg](#)
[image004.jpg](#)

SEE BELOW FOR MORE INFORMATION ON THE BUILDINGS

From: lbrooks@edsystem.org [mailto:lbrooks@edsystem.org]
Sent: Monday, April 02, 2018 11:31 AM
To: Gizela Evans <gizela-evans@leavitt.com>
Subject: building information

Good day

Landlord address:

Education Capital Solutions LLC
c/o EPR Properties
909 Walnut Suite 200
Kansas City, MO 64106

Building occupying:

Library - 2605 Ben Hill Road, East Point
Built 1991
Square footage - 21,454
Brick construction
2 story
Alarm System - Ackerman

Administration building - 2605 Ben Hill Road, East Point
Built 1954
Square footage - 3,069
Brick construction
2 story
Alarm System - Ackerman

Main building - 2605 Ben Hill Road, East Point
Built 1957
Square footage - 3,602
2 story
Alarm System - Ackerman

Gymnasium - 2531 Dodson Drive, East Point

Built 1966 remodeled 1987
Square footage - 16,174
3 story
Alarm System - Ackerman

Thank you

Gizela Evans, CRIS Commercial Lines
Powers-Leavitt Insurance Agency Inc



Offices in Buckeye, Goodyear and Scottsdale

Mailing Address: PO Box 125 | Buckeye, AZ 85326

Phone: 623.386.4452 | Fax: 1.866.838.5280 | gizela-evans@leavitt.com

Direct telephone: 623.298.3154

Please visit our website at: www.powers-leavitt.com

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Send Certificate request to Kristina-Lucier@leavitt.com

CERTIFICATE OF INSURANCE RULES:

www.azcertfelony.com

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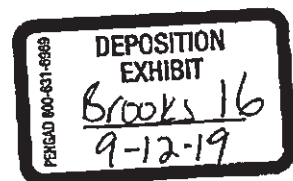


Please consider the environment before printing this email

From: lbrosks@edsystem.org
To: [Gizela Evans](#)
Date: Friday, April 27, 2018 6:52:20 PM
Attachments: [List of Properties on East Point Campus at 2605 Ben Hill Road for Insurance.docx](#)

Good day

Attached is the list of buildings.....



PL 000073

List of Properties on East Point Campus at 2605 Ben Hill Road, 2640 Ben Hill Road, Dobson Road and

1. Landlord Name and Address:
Education Capital Solutions LLC.
c/o EPR Properties
909 Walnut, Suite 200
Kansas City, MO 64106
2. Burglar Alarm Systems and Camera Monitoring--Ackerman Security and Blue Ivy:
 - a. Library
 - b. Administration Building
 - c. Gymnasium
 - d. Dormitories
 - e. Apartments
 - f. Duplexes
3. 1 Library – 2605 Ben Hill Road, East Point
 - a. Amount of the building
 - b. Year built- 1991
 - c. Square Footage – 21,454
 - d. Type of Construction- brick
 - e. 2 story
 - f. Alarm System with Ackerman Security
4. 1 Old Administration Building (Burns Hall) – 2605 Ben Hill Road, East Point
 - a. Amount of the building
 - b. Year built -1954
 - c. Square Footage -3,069
 - d. Type of Construction- brick
 - e. 2 story
 - f. Alarm System with Ackerman Security
5. Old Main– 2605 Ben Hill Road, East Point

- a. Amount of the building
 - b. Year built -1957
 - c. Square Footage -5,602
 - d. Type of Construction- brick
 - e. 2 story
 - f. Alarm System with Ackerman Security
6. Building (Apartment #1)– Ben Hill Road, East Point
- a. Amount of the building
 - b. Year built - 1959
 - c. Square Footage – 2,497
 - d. Type of Construction- brick
 - e. 2 story
 - f. Alarm System with Ackerman Security
7. Building (Apartment #2)– Dodson Road, East Point
- a. Amount of the building
 - b. Year built - 1963
 - c. Square Footage – 2,571
 - d. Type of Construction- brick
 - e. 2 story
 - f. Alarm System with Ackerman Security
8. Apartment Building # 3 – Ben Hill, East Point
- a. Amount of the building
 - b. Year built -1963
 - c. Square Footage -10,739
 - d. Type of Construction -
 - e. 3 story
 - f. Alarm System with Ackerman Security
9. Apartment Building #4 – Dobson Road
- a. Amount of the building
 - b. Year built -1967
 - c. Square Footage -7,159

- d. Type of Construction -
- e. 3 story
- f. Alarm System with Ackerman Security

10. Dormitory Building (Head Hall) – 2640 Ben Hill Road, East Point

- a. Amount of the building
- b. Year built -1959
- c. Square Footage – 16,130
- d. Type of Construction- brick
- e. Alarm System with Ackerman Security
- f. 2 story

11. Dormitory Building – (Gilbert Hall) 2556 Ben Hill Road, East Point, GA

- a. Amount of the building
- b. Year built – 1955/1990
- c. Square Footage – 7,500
- d. Type of Construction - brick
- e. Alarm System with Ackerman Security
- f. 2 story

12. Dormitory Building (Roberts Hall)– Ben Hill Road

- a. Amount of the building
- b. Year built - 1970
- c. Square Footage – 10,500
- d. Type of Construction - Brick
- e. Alarm System with Ackerman Security
- f. 2 story

13. Gymnasium (Alumni Hall) – 2531 Dodson Drive, East Point, GA 30344

- a. Amount of the building - \$
- b. Year built – 1966/1987
- c. Square Footage – 16,174
- d. Type of Construction - brick
- e. 3 story
- f. Alarm System with Ackerman Security

14.1 Maintenance Building – Dodson Road, East Point

- a. Amount of the building
- b. Year built -1991
- c. Square Footage – 5,000
- d. Type of Construction - metal
- e. 1 story
- f. No Alarm System

15.1 Single Family Resident known as President House on Dodson Road

- a. Amount of the building
- b. Year built
- c. Square Footage – 2,100
- d. Type of Construction - brick
- e. 2 story
- f. No Alarm System

16.1 Single Family House on Ben Hill Road that Facility Person Kevin Peay lives in.

- a. Amount of the building
- b. Year built
- c. Square Footage – 1,500
- d. Type of Construction - brick
- e. 2 story
- f. Alarm System with Ackerman Security

17.Land Acreage – 11.03 acres undeveloped land across the street on Ben Hill Road

From: Linda Kana
To: Heidi Seal; Gizela Evans
Cc: lbrooks@edsystem.org; Joanna Greenlee
Date: Monday, April 30, 2018 6:34:38 PM
Attachments: List of Properties on East Point Campus at 2605 Ben Hill Road for Insurance (00000002).docx
List of Properties on East Point Campus at 2605 Ben Hill Road for Insurance (00000002).docx

Good Evening Gizela – attached please find the list of properties, build dates, construction material and values.

Please let us know if you need anything additional and if you could forward a copy of the insurance certificates to both myself and Joanna (copied in above) for review, I know that Dr. Braddy is anxious to get into the property.

Thank you, Linda

Linda Kana
Senior Transaction Manager

816-303-6618 Direct
lindak@eprkc.com

From: Heidi Seal
Sent: Monday, April 30, 2018 10:30 AM
To: Gizela Evans <gizela-evans@leavitt.com>
Cc: lbrooks@edsystem.org; Joanna Greenlee <joannag@eprkc.com>; Linda Kana <lindak@eprkc.com>
Subject: RE: [FWD: Insurance requirements]

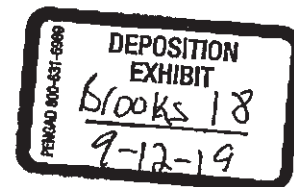
The Lease is still being negotiated, but the insurance language is final. Attached is a draft.

We will work on getting the clarification you need for addresses.

Heidi M. Seal
Corporate Counsel

EPR Properties
NYSE:EPR
www.eprkc.com
816-472-1700 Toll Free: 888-EPR-REIT
Direct: 816-303-6589
heidis@eprkc.com

909 Walnut, Suite 200
Kansas City, Missouri 64106
cid:image001.jpg@01D0DC011D3C6640



Please consider the environment before printing this e-mail.

PL 000165

From: Gizela Evans [<mailto:gizela-evans@leavitt.com>]
Sent: Monday, April 30, 2018 10:27 AM
To: Heidi Seal <HeidiS@eprkc.com>
Cc: lbrooks@edsystem.org; Joanna Greenlee <joannag@eprkc.com>; Linda Kana <lindak@eprkc.com>
Subject: RE: [FWD: Insurance requirements]

That makes sense. I have the list of the properties but some of the address are missing on the attached along with building values. Please send me a copy of the triple net lease so I may send to the carrier and attach to the file. Do you have a picture of the buildings with address assigned? It would make it easier to correlate the buildings.

From: Heidi Seal [<mailto:HeidiS@eprkc.com>]
Sent: Monday, April 30, 2018 7:12 AM
To: Gizela Evans <gizela-evans@leavitt.com>
Cc: lbrooks@edsystem.org; Joanna Greenlee <joannag@eprkc.com>; Linda Kana <lindak@eprkc.com>
Subject: FW: [FWD: Insurance requirements]

Gizela,

The Lease that is being negotiated between Braddy Prep and ECS is a true triple net lease. Dr. Braddy will be leasing the entire property, and has the contractual obligation to carry property insurance. Flood insurance will not be required (the property is not in a flood zone). We are listed as loss payee since we are the building owner. How insurance proceeds are handled is spelled out in the Lease.

I will ask that Joanna provide you with information you requested below regarding buildings to obtain the coverage.

Heidi M. Seal
Corporate Counsel

EPR Properties
NYSE:EPR
www.eprkc.com
816-472-1700 Toll Free: 888-EPR-REIT
Direct: 816-303-6589
heids@eprkc.com

909 Walnut, Suite 200
Kansas City, Missouri 64106

cld.image001.jpg@01D0DC01.1D3C6640



Please consider the environment before printing this e-mail.

Please advise why the insured needs to carry building insurance on a property that is not owned by the insured? The attached says building and personal property. I can provide the persona property & tenant improvements. ect. Are you requesting flood insurance to be carried in addition? Flood is not covered on a standard policy. An actual flood policy would have to be purchased. Why is Education Capital listed as a loss payee on these properties? Are they lender? A loss payee to property? These are the address provided by the insured prior to added to the policy.

2605 BEN HILL ROAD, EAST POINT, GA, 30344
Loc #00002 Bldg #00002 2605 BEN HILL ROAD, EAST POINT, GA, 30344
ADMINISTRATION BUILDING:
Loc #00002 Bldg #00003 2605 BEN HILL ROAD, EAST POINT, GA, 30344
SCHOOL BUILDING:
Loc #00003 Bldg #00001 2531 DODSON DRIVE, EAST POINT, GA, 30344
GYMNASIUM:

What is 2517 Dodson Drive? Please provide information regarding the building. If building coverage will be required I will need values for all these buildings. See below .

Thank you,

Gizela Evans

From: lbrooks@edsystem.org [mailto:lbrooks@edsystem.org]
Sent: Friday, April 27, 2018 2:44 PM
To: Gizela Evans <gizela-evans@leavitt.com>
Subject: [FWD: Insurance requirements]

Good day

I call and spoke with Linda and Joanna. Listed below are the

PL 000167

requirements for the additional insurance for Braddy Prep. Let me know if you have any questions

Thank you

----- Original Message -----

Subject: Insurance requirements

From: Joanna Greenlee <joannag@eprkc.com>

Date: Fri, April 27, 2018 5:36 pm

To: "lbrooks@edsystem.org" <lbrooks@edsystem.org>

Cc: Linda Kana <lindak@eprkc.com>

Hi, Lorraine.

Thank you for making time for a phone discussion. To recap our conversation, we need the following information:

Liability certificate:

Notice of cancellation endorsement (your agent will know what this is)

Add addresses to "description of locations"

2605, 2640 Ben Hill Rd. and 2517 Dodson Dr.

Property certificate:

Coverage for 100% replacement cost-TO WHAT?

BUILDINGS OR TENANT IMPROVEMENTS? BPP?

Required endorsements:

Education Capital Solutions, LLC is to be the loss payee (as building owner)

Primary and non-contributory-THIS IS ON GL NOT PROPERTY

Waiver of subrogation-SAME GL NOT PROPERTY

Notice of cancellation -I WILL REQUEST.

I'm not sure if your agent has a copy of our requirements so I've attached the insurance section from the lease. Please feel free to call me directly should you or your agent have any further questions. My direct line is 816-303-6613.

Thank you.

Joanna Greenlee

Insurance Compliance Administrator

EPR Properties

NYSE: EPR

www.eprkc.com
816-472-1700 Toll Free: 888-EPR-REIT
joannag@eprkc.com

List of Properties on East Point Campus at 2605 Ben Hill Road, 2640 Ben Hill Road, 2517 Dobson Road and

1. Landlord Name and Address:
Education Capital Solutions LLC.
c/o EPR Properties
909 Walnut, Suite 200
Kansas City, MO 64106
2. Burglar Alarm Systems and Camera Monitoring—Ackerman Security and Blue Ivy:
 - a. Library
 - b. Administration Building
 - c. Gymnasium
 - d. Dormitories
 - e. Apartments
 - f. Duplexes
3. 1 Library – 2605 Ben Hill Road, East Point
 - a. Amount of the building \$2,145,400
 - b. Year built- 1991
 - c. Square Footage – 21,454
 - d. Type of Construction- brick/block construction
 - e. 2 story
 - f. Alarm System with Ackerman Security
4. 1 Old Administration Building (Burns Hall) – 2605 Ben Hill Road, East Point
 - a. Amount of the building - \$306,900
 - b. Year built -1957
 - c. Square Footage -3,069
 - d. Type of Construction- brick
 - e. 2 story
 - f. Alarm System with Ackerman Security

5. Old Main– 2605 Ben Hill Road, East Point
 - a. Amount of the building \$560,200
 - b. Year built -1954
 - c. Square Footage -5,602
 - d. Type of Construction- brick/block construction
administrative offices
 - e. 2 story
 - f. Alarm System with Ackerman Security

6. Building (Apartment #1)– 2605 Ben Hill Road, East Point
 - a. Amount of the building \$249,700
 - b. Year built - 1959
 - c. Square Footage – 2,497
 - d. Type of Construction- brick/block construction
includes 2-one bedroom and 2-two bedroom apartments
 - e. 2 story
 - f. Alarm System with Ackerman Security

7. Building (Apartment #2 / aka Redmond House)– 2605 Ben Hill Road,
~~Dodson Road~~, East Point
 - a. Amount of the building \$251,100
 - b. Year built - 1963
 - c. Square Footage – 2,571
 - d. Type of Construction- brick/block construction
includes 1, 2 and 3 bedroom apartments
 - e. 2 story
 - f. Alarm System with Ackerman Security

8. Apartment Building # 3 – 2605 Ben Hill, East Point
 - a. Amount of the building \$1,073,900
 - b. Year built -1963
 - c. Square Footage -10,739
 - d. Type of Construction – brick/block construction
includes eight (8) two bedroom apartments
 - e. 3 story

- d. Type of Construction – brick/block construction
dorm rooms, laundry and storage
- e. Alarm System with Ackerman Security
- f. 2 story

13. Dormitory Building (Roberts Hall)– 2605 Ben Hill Road, East Point

- a. Amount of the building \$1,029,000
- b. Year built - 1970
- c. Square Footage – ~~10,500~~ 10,290
- d. Type of Construction – Brick /block construction
includes: dorm rooms, dorm bathrooms, dorm lounge etc.
- e. Alarm System with Ackerman Security
- f. 2 story

14. Gymnasium (Alumni Hall) – 2605 Ben Hill Road ~~2531 Dodson Drive~~, East Point, GA 30344

- a. Amount of the building ~~\$1,617,400~~
- b. Year built – 1966/1987
- c. Square Footage – 16,174
- d. Type of Construction - brick
- e. 3 story
- f. Alarm System with Ackerman Security

15.1 Maintenance Building – 2517 Dodson Road, East Point

- a. Amount of the building \$500,000
- b. Year built -1991
- c. Square Footage – 5,000
- d. Type of Construction – roof steel panels / sides metal
- e. 1 story
- f. No Alarm System

16.1 Single Family Resident known as President House – 2517 Dodson Road

- a. Amount of the building \$270,000 (2,700 * \$100/sqft)
- b. Year built - 1963
- c. Square Footage – ~~2,100~~ 2,700

- d. Type of Construction – brick /block
single family residence
- e. 2 story
- f. No Alarm System

17.1 Single Family House on 2640 Ben Hill Road that Facility Person Kevin Peay lives in.

- a. Amount of the building \$150,000
- b. Year built - unknown
- c. Square Footage – 1,500
- d. Type of Construction - brick
- e. 2 story
- f. Alarm System with Ackerman Security

18. Land Acreage – 2640 Ben Hill Road - 11.03 acres undeveloped land across the street on Ben Hill Road

**IN THE UNITED STATES DISTRICT COURT FOR
THE NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION**

GREAT AMERICAN
ASSURANCE COMPANY,

Plaintiff,

v.

BRADDY PREPARATORY
ACADEMY, INC.,

Defendant and Third-Party Plaintiff,

v.

POWERS-LEAVITT INSURANCE
AGENCY, INC.,

Third-Party Defendant.

Civil Action File No.:
1:18-cv-04974-SDG

**BRADDY PREPARATORY ACADEMY, INC.'S RESPONSES AND
OBJECTIONS TO POWERS-LEAVITT INSURANCE AGENCY, INC.'S
FIRST INTERROGATORIES**

COMES NOW, in accordance with Rules 26 and 33 of the Federal Rules of Civil Procedure, Braddy Preparatory Academy, Inc. ("Braddy Prep", "Defendant", or "Third-Party Plaintiff") hereby serves its responses and objections to Powers-Leavitt Insurance Agency, Inc.'s First Interrogatories. Powers-Leavitt Insurance Agency, Inc., may also be referred to herein as "Powers-Leavitt" or "Third-Party Defendant". Great American Assurance Company may be referred to herein as "Great American", "GAAC", or "Plaintiff".



RESPONSES TO INTERROGATORIES

INTERROGATORY NO. 1: Identify, including name, address, and employment position, each and every individual who has provided information which served, either in whole or in part, as the basis for your answer(s) to these First Interrogatories and First Request for Production of Documents, including identifying each and every custodian of documents requested herein, or which are submitted pursuant to Rule 33(d), or which are intended to be incorporated within or relied upon as your response, in whole or in part, to an Interrogatory.

RESPONSE: Braddy Prep objects to this interrogatory in that it is overly broad and unduly burdensome. Subject to this objection, C. Harrison Braddy, M.D. of Braddy Prep has provided the verification of these interrogatory responses base on his personal knowledge and the information gathered from the following individuals and companies.

Lorraine Brooks
Braddy Preparatory Academy

Gizela Evans
Powers-Leavitt Insurance Agency

Linda Kana
Education Capital Solutions, LLC

Joanna Greenlee
Education Capital Solutions, LLC

Heidi Seal
Education Capital Solutions, LLC

Rodrick Frazier M.D.
Braddy Preparatory Academy

Donna Szydlo

Great American

Kevin Duke
Great American

Kevin Peady
Independent contractor of Education Capital Solutions, LLC
and then Education System Management, Inc.

Ty Whitaker
McLarens

Russell Hart
Public Adjuster
Hart's consulting Company
(770) 785-6244

Keith Hughes
Education Systems Management, Inc.

Lolethia A. Chapman, JD, MBA
Broker/President -License#303983
STELLA GROUP REALTY INC.
Office Address: 1750 Lyle Avenue, College Park, GA 30337
Mailing Address: PO Box 90941, East Point, GA 30364
Office:404.767.2541 Ext. 221 Direct:404.666.4970

The following are vendors or contractors ("Contractors") which have knowledge of the physical condition and repairs conducted, planned, quoted, or needed at the Property:

Chris Sechrest
Vice-President
Lang Restoration and Construction
4727 N. Royal Atlanta Drive Suite G
Tucker, GA 30084
(770) 491-0500

Kurt Pacely
Pacely Roofing

678-438-0767

Guyco Plumbing
Gregory Bryant
678-558-5485

Scott Burdian • Account Manager Baytree Lawn Company
(866) 620-8750
5830 E. Ponce de Leon Ave.
Decatur, GA

Goma Pro
5602 New Peachtree Road
Atlanta, GA 30341

ET-AMS/FLD
Elevator Company
T: +1 770 250 6512
M: +1 678 230 8548

ADAM ONCALL Home-Improvement
Ben Zarei
2265 Waterford Park Drive Lawrenceville
(770) 895-2346

Louis Construction
Atlanta, Georgia

United Fire Protection Inc.
5201 Brookhollow Pkwy, St.C
Norcross, Ga. 30071

Seth Nelms (HVAC)
4035 Hwy 1941, Suite 105
Hampton, Ga 30228
(678) 485-0448

INTERROGATORY NO. 2: Identify each and every person known to you who you believe may have discoverable information with respect to any of the Braddy's claims or the defenses raised by Powers-Leavitt. For each such individual identified,

describe what knowledge you know or believe each such individual possesses. To the extent that any document or other recorded information supports or relates to said individual or said individual's particular knowledge, please identify said document/recorded information.

RESPONSE:

Dr. Braddy is believed to have knowledge regarding the information provided to the insurance company, the plans for renovation of the East Point Campus, the discovery of the damage at the East Point Campus, the prior litigation with Great American, the reporting of claims, and the extent of the damages at the East Point Campus;

Ms. Brooks is believed to have knowledge regarding the interactions with ECS and Powers-Leavitt Insurance Agency related to the procuring of coverage for the East Point Campus, and the reporting of claims to Great American;

Ms. Evans is believed to have knowledge regarding the interactions with Defendant, ECS and Powers-Leavitt Insurance Agency related to the procuring of coverage for the East Point Campus, and the reporting of claims to Great American;

Ms. Kana, Ms. Greenlee and Ms. Seal are believed to have knowledge regarding the plans for the East Point Campus and their interactions with Gizela Evans of Powers-Leavitt Insurance Agency;

Dr. Frazier is believed to have knowledge regarding the communications with Mr. Whitaker at the East Point Campus and regular coordination of renovations;

Ms. Szydlo and Mr. Duke are believed to have knowledge regarding the reasons for the actions taken by Great American and the communications between Great American and Ty Whitaker;

Kevin Peady is believed to have knowledge regarding the condition of the Property;

Mr. Whitaker is believed to have knowledge regarding the damage to the structures at the East Point Campus, his instructions and communications with Great American, and the cause of damage at the East Point Campus;

Mr. Hart is believed to have knowledge of the cause of the damage at the East Point Campus, the inspections of the damage at the East Point Campus, his communications with representatives of Great American, and the amount of the damages incurred at the East Point Campus;

Mr. Hughes is believed to have knowledge of the damage to the Property and the efforts to secure and repair the Property after the losses;

Ms. Chapman is believed to have knowledge regarding the state of the property as the Realtor Broker for the Property listing, who represented Property Owner and Tenant.

The Contractors have varying degrees of knowledge and information relating to the pre-loss, post-loss, and post-repair condition of the Property.

INTERROGATORY NO. 3: Please identify all persons who to your knowledge, information or belief have investigated any aspect of the alleged occurrence, and indicate whether or not each has made a written record of the investigation or any part thereof.

RESPONSE: Each of the individuals or organizations listed in Braddy Prep's response to Interrogatories 1 and 2 have conducted various investigations of the facts surrounding the procurement of the Policy, coverage of the Policy, damage to the East Point Campus. To date, Braddy Prep has not retained an expert that has prepared any written report. For any responsive documents that are not privileged, Braddy Prep directs Powers-Leavitt to the documents previously produced by Braddy Prep in response and supplement to Great American Assurance Company's ("GAAC") First Request for Production of Documents.

INTERROGATORY NO. 4: Please state the names, addresses, telephone numbers and places of employment of all persons that, to your knowledge, information or belief, have any knowledge regarding the facts or circumstances giving rise to this lawsuit, any issue of liability in this lawsuit, and/or the damages you claim in connection with this lawsuit, and please provide a description of each individual's observations and/or knowledge.

RESPONSE: Please see Braddy Prep's responses to Interrogatories 1-3.

INTERROGATORY NO. 5: Please identify each statement, correspondence or other communication (oral, written, etc.) including, but not limited to, all emails, memos, notes, text messages, and social media postings, regarding the facts or circumstances giving rise to this lawsuit, any issue of liability in this lawsuit, and/or the damages you claim in connection with this lawsuit, including the name, address

and job title all persons involved in each statement or communication, the name and address of the person(s) or entity(s) taking each statement, a description of the contents of each.

RESPONSE: Please see Braddy Prep's responses to Interrogatories 1-4.

For any responsive documents that are not privileged, Braddy Prep directs Powers-Leavitt to the documents previously produced by Braddy Prep in response and supplement to Great American Assurance Company's ("GAAC") First Request for Production of Documents.

INTERROGATORY NO. 6: Please describe each act or omission that you contend was a breach of duty on the part of defendant.

RESPONSE: Defendant Braddy Prep did not commit any act or omission that was a breach of any duty. With respect to Third-Party Defendant Powers-Leavitt, Braddy Prep provided complete and accurate information in response to questions or requests for documents by Power-Leavitt when applying for the insurance coverage that is the Policy. To the extent that incorrect or incomplete information was relayed to GAAC, it was the result of negligence or Powers-Leavitt.

INTERROGATORY NO. 7: With regards to the damages claimed in your Complaint, please describe fully and specifically each category of costs, expenses, and damages attributed to each separate cause of action, including for each such category of damages a full and specific explanation of how you calculated the damages referred to in your Complaint, identify every fact upon which you base your damage calculations and allegations regarding damages, identify all persons with knowledge or information concerning the above, and identify all documents concerning your answer to this Interrogatory.

RESPONSE: Defendant objects to this interrogatory because it is inherently vague and calls for privileged information. The claim that underlies this action is the claim for which Great American seeks to disclaim coverage. The other two claims have not been disclaimed and thus do not underly this action. Despite these objections, Defendant will respond as follows:

1. The claim underlying this action was discovered on or about August 7, 2018. The damage was caused by a windstorm and resulted in water damage to several building as described below. To date, Defendant has paid an unknown amount to repair or mitigate the damage caused by the windstorm. Defendant has provided relevant invoices and proof of payment (to the extent they currently exist) in its response to Plaintiff Great American Assurance Company's First Request for Production of Documents to Defendant. Defendant has had difficulty obtaining estimates and bids for such a large scope of work without upfront payment. Estimates and bids to repair the buildings damaged by the windstorm are still being compiled and those obtained thus far have been produced by Defendant in its response to Plaintiff Great American Assurance Company's First Request for Production of Documents to Defendant.

2. A second claim was reported to Great American after vandalism damage was found by Great American while inspecting the damage caused by

the windstorm. The damage includes the damage to walls and ceilings and the removal of pipes and wires and resultant water damage. To date, Defendant has paid an unknown amount to repair or mitigate the damage. Defendant has provided relevant invoices and proof of payment (to the extent they currently exist) in its response to Plaintiff Great American Assurance Company's First Request for Production of Documents to Defendant. Defendant has had difficulty obtaining estimates and bids for such a large scope of work without upfront payment. Estimates and bids to repair the buildings damaged by vandalism are still being compiled and those obtained thus far have been produced by Defendant in its response to Plaintiff Great American Assurance Company's First Request for Production of Documents to Defendant.

3. A third claim was reported to Great American that was the result of a tree falling on a building at the East Point Campus. To date, Defendant has paid an unknown amount to repair or mitigate the damage caused by the fallen tree. Defendant has provided relevant invoices and proof of payment (to the extent they currently exist) in its response to Plaintiff Great American Assurance Company's First Request for Production of Documents to Defendant. Defendant has had difficulty obtaining estimates and bids for such a large scope of work without upfront payment. Estimates and bids to repair

the building damaged by the fallen tree are still being compiled and those obtained thus far have been produced by Defendant in its response to Plaintiff Great American Assurance Company's First Request for Production of Documents to Defendant.

Below is a summary of damages sustained by Braddy Prep and its East Point Campus:

<u>Building Name (Map Ref)</u>	<u>Loss Date</u>	<u>Loss Type</u>	<u>Damage Est.</u>
Library	8/3/2018 est	Wind	\$ 63,350.48
Old Main Bldg - Burns Hall	8/3/2018 est	Wind	\$ 46,014.45
Gym	8/3/2018 est	Wind	\$ 65,965.67
2538 Main Level, LR, Kitchen, HVAC	8/3/2018 est	Wind	\$ 62,376.76
2538 Main Level - Foyer/Stairwell	8/3/2018 est	Wind	\$ 5,632.22
2630	8/3/2018 est	Wind	\$ 12,247.18
2542 (2642?)	8/3/2018 est	Wind	\$ 11,903.87
			<u>\$ 267,490.63</u>
Head Hall (rear)	11/16/2018 est	Tree	\$ 10,120.96
			<u>\$ 10,120.96</u>
Materials Sales Tax @ 6%		Wind/Tree	\$ 3,570.24
Overhead		Wind/Tree	\$ 36,556.41
Profit		Wind/Tree	\$ 33,744.33
			<u>\$ 73,870.98</u>
2537	10/11/2018 est	Vandalism	\$ 1,140,700.00
2636	10/11/2018 est	Vandalism	\$ 1,140,700.00
President Building	10/11/2018 est	Vandalism	\$ 264,000.00
24xx Dodson	10/11/2018 est	Vandalism	\$ 286,000.00
Robert Hall	10/11/2018 est	Vandalism	\$ 1,837,500.00
Head Hall	10/11/2018 est	Vandalism	\$ 2,828,000.00
2537 (rear storage)	10/11/2018 est	Vandalism	
			<u>\$ 7,496,900.00</u>
			<u>\$ 7,848,382.57</u>

For any supportive, responsive documents that are not privileged, Braddy Prep directs Powers-Leavitt to the documents previously produced by Braddy in response and supplement to Great American Assurance Company's ("GAAC") First Request for Production of Documents.

INTERROGATORY NO. 8: Please identify by name, address and Policy description each building on the East Point Campus you Occupied on May 31, 2018.

RESPONSE: No buildings of the East Point Campus have been vacant (as defined by the Policy) from the date of the commencement of the lease with ECS and the issuance of the Policy, including, but not limited to May 31, 2018.

INTERROGATORY NO. 9: Please identify by name, address and Policy description each building on the East Point Campus you Occupied on August 2, 2018.

RESPONSE: No buildings of the East Point Campus have been vacant (as defined by the Policy) from the date of the commencement of the lease with ECS and the issuance of the Policy, including, but not limited to August 2, 2018.

INTERROGATORY NO. 10: Please identify by name, address and Policy description each building on the East Point Campus you contend was under renovation at any time during the Policy period, and for each such building please provide: the date the renovation commenced; a description of the nature of the renovation; the identity of the party or parties contracted to perform the renovation; and the date of completion and/or the present status of the renovation.

RESPONSE: Braddy Prep was a new tenant at the time of the commencement of the ECS lease and inception of the Policy. Since becoming a

tenant, all buildings of the East Point Campus have been under various stages of renovation or construction from the inception of the ECS lease through the dates of loss under the Policy.

INTERROGATORY NO. 11: Please identify by name, address and Policy description each building on the East Point Campus you contend sustained damaged during the Policy period and for which you have either initiated a claim or intend to initiate a claim under Policy. For each such building you identify, please include: the date(s) the damage allegedly occurred or was discovered; a description of the damage; the amount you have paid for any costs associated with the damage; and the amount of any estimates or bids you have received associated with the damage.

RESPONSE: Please see Braddy Prep's objections and response to Interrogatory 7.

INTERROGATORY NO. 12: Please identify by name, address and Policy description each building on the East Point Campus that was Vacant or Unoccupied on May 31, 2018.

RESPONSE: Braddy Prep was a new tenant at the time of the commencement of the ECS lease and inception of the Policy. Since becoming a tenant, all buildings of the East Point Campus have been under various stages of renovation or construction from the inception of the ECS lease through the dates of loss under the Policy.

INTERROGATORY NO. 13: Please identify by name, address and Policy description each building on the East Point Campus was Vacant or Unoccupied on August 2, 2018.

RESPONSE: Braddy Prep was a new tenant at the time of the commencement of the ECS lease and inception of the Policy. Since becoming a

tenant, all buildings of the East Point Campus have been under various stages of renovation or construction from the inception of the ECS lease through the dates of loss under the Policy.

INTERROGATORY NO. 14: Please identify by name, address and Policy description each building on the East Point Campus that is presently Vacant or Unoccupied.

RESPONSE: No buildings of the East Point Campus have been vacant (as defined by the Policy) from the date of the commencement of the lease with ECS and the issuance of the Policy through the date of this response.

INTERROGATORY NO. 15: Please explain the basis for your contention set forth in paragraph 7 of Lorraine Brooks' Declaration dated December 10, 2018, and as set forth in paragraph 14 of your third-party complaint, that Gizela Evans was on a conference call with Lorraine Brooks, Linda Kana, Joanna Greenlee and Heidi Seal on or about April 27, 2018.

RESPONSE: Upon information and belief this event occurred as described. On or about that date, and in the several days surrounding that date, there were a number of conference calls, emails, and individual telephone calls between representatives of Braddy Prep, ECS, and Powers-Leavitt concerning the East Point Campus and the commencement of insurance coverage. Powers-Leavitt issued an initial Great American Assurance Corporation policy for the month of April of 2018, while Braddy Prep was a licensee of ECS concerning the use of the East Point Campus, and then in the days leading up to the commencement of the ECS lease and

issuance of the Policy, Powers-Leavitt interacted with Lorraine Brooks, ECS representatives, and others in furtherance of the issuance of the Policy.

INTERROGATORY NO. 16: Please explain the basis for your contention that Powers-Leavitt knew you were not occupying or using all of the buildings on the East Point Campus.

RESPONSE: Gizela Evans was involved in the entire process of Braddy Prep initially locating and licensing three buildings at the East Point Campus for approximately one month prior to the execution of a triple net lease by Braddy Prep as the tenant of the entire property consisting of 14 buildings. Ms. Evans was provided with documentation from the listing broker which explicitly stated that the majority of the East Point Campus was vacant prior to Braddy Prep's tenancy, and Ms. Evans spoke directly with the owner of the East Point Campus when determining the status, risk, age, type of construction, location, use, and general nature of the property that is the subject of the Policy. Under the ECS lease, Braddy Prep had the option to purchase the entire property, and it was known that the East Point Campus was going to require rehabilitative renovation and preparatory work in order to utilize the buildings of the East Point Campus as intended, a school for special needs children.

Respectfully submitted, this 10th day of October, 2019.

/s/ Mark D. Battleson

Mark D. Battleson
Georgia Bar No. 042415
mbattleson@battlesonlaw.com
BATTLESON LAW, LLC
3280 Peachtree Road NE
Terminus 100, 7th Floor
Atlanta, Georgia 30305
Telephone: (404) 382-8149

David J. Forestner
Georgia Bar No. 269177
dforestner@taylorenghish.com
TAYLOR ENGLISH DUMA LLP
1600 Parkwood Circle, Suite 400
Atlanta, Georgia 30339
Telephone: 770-434-6868
Facsimile: 770-434-7376

Counsel for Braddy Preparatory Academy, Inc.

CERIFICATE OF SERVICE

The undersigned hereby certifies that a true copy of the foregoing Braddy Preparatory Academy, Inc.'s Responses and Objections to Powers-Leavitt Insurance Agency, Inc.'s First Interrogatories was served on October 10, 2019 to counsel for all parties via electronic mail, addressed as follows:

William T. Mitchell
Matthew I. Dowling
CRUSER, MITCHELL, NOVITZ, SANCHEZ,
GASTON & ZIMET, LLP
bmitchell@cmlawfirm.com
mdowling@cmlawfirm.com

H. Michael Bagley
DREW, ECKL & FARNHAM, LLP
bagleym@deflaw.com

/s/ Mark D. Battleson
Mark D. Battleson
Georgia Bar No. 042415

GREAT AMERICAN
ASSURANCE COMPANY,

Plaintiff,

v.

BRADDY PREPARATORY
ACADEMY, INC.,

Defendant and Third-Party Plaintiff,

v.

POWERS-LEAVITT INSURANCE
AGENCY, INC.,

Third-Party Defendant.

v.

**BRADDY PREPARATORY
ACADEMY, INC.,**

Defendant and Third-Party Plaintiff,

v.

**POWERS-LEAVITT INSURANCE
AGENCY, INC.,**

Third-Party Defendant.

My name is C. Harrison Braddy, and I am authorized to make this declaration on behalf of Defendant and Third-Party Plaintiff Braddy Preparatory Academy, Inc. I declare under oath that the facts contained in BRADDY PREPARATORY ACADEMY, INC.'S RESPONSES AND OBJECTIONS TO POWERS-LEAVITT INSURANCE AGENCY, INC.'S FIRST INTERROGATORIES are true and correct to the best of my knowledge and belief.

Pursuant to 28 U.S.C. § 1746(2), I declare under penalty of perjury that the foregoing is true and correct.

Dated: 10/3/2019


C. Harrison Braddy